# EXHIBIT A

## PROOF OF CLAIM    Proof	08-13555-mg Doo		10 Entered 08/02/3	10 15:55:57 Exhibit A
Lethmone Potters Problems (Loss in the Debtors).  Lethmone Shouse Agents What Cleas in the ride.  Lethmone Shouse Agents What Cleas in the ride of the Cleas Agents of	Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076	rn District of New York		OF OF CLAIM
Lethman Fordhern Special Financian	Lehman Brothers Holdings Inc., et al. Debtors.	Case No. 08-13555 (JMP) (Jointly Administered)		
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different from Creditor) The Rutland Report Report of the Financial Officer Rutland Report Re	after the commencement of the case. A request f may be filed pursuant to 11 U.S.C. § 503. Additi	or payment of an administrative expense onaly, this form should not be used to make	THIS SPACE I	IS FOR COURT USE ONLY
Court Claim Number:   Claim   Number:   Court Claim   Court Clai	different from Creditor)	address where notices should be sent if	this claim amends a previously filed	
Sol Allen Street   Company   Compa		ficer		
Filed on:			×	Filed: USBC - Southern District of New York
Telephone number:    Content to the content of Claim as of Date Case Filed. \$ 185.039.42			£	09 12555 (1) (5)
Same as above	(902)747 4620		Filed on:	0000019346
Same as above  Telephone number:    Description of Claim as of Date Case Filed: \$ 185,039.42	Telephone number: (602)747-1630 E			
L. Amount of Claim as of Date Case Filed: 5 185.039.42		ent (if different from above)	that anyone else has filed a proof of claim relating to your claim. Attach	
1. Amount of Claim as of Date Case Filed: \$ 160,003.42   18 all or part of your claim is secured, complete level he below; however, if all of your claim is surfaced, complete level he below; however, if all of your claim is surfaced, complete level he below; however, if all of your claim is unsequent, complete level 5. If all or part of your claim is an administrative Expense under 11 U.S.C. \$503(b)(9), complete level 6.   Check this box if all or part of your claim is based on a Derivative Contract.*   The YOUR CLAIM IS RASED ON A MOUNTS ON OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DESTOR, YOU MUST ALSO LOG ON TO BITE.//www.lebman-claims.com AND COMPLETE THE APPLICABLE QUESTIONARIRE AND PULOAD LINE AND COMPLETE THE APPLICABLE QUESTIONARIE AND PULOAD LINE AND COMPLETE AND CO	Telephone number: E	mail Address:		
If all or part of your claim is entitled to priority, complete ltem 5.   Check this box if all or part of your claim is based on a Derivative Contract."   Check this box if all or part of your claim is based on a Derivative Contract."   Check this box if all or part of your claim is based on a Derivative Contract."   Specify the priority of the claim: USC, \$ \$97(a)(1)(B).   Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach tientical statement of interest or editional charges in addition to the priority department of interest or editional charges in addition to the priority department of interest or editional charges in addition to the priority department of interest or editional charges in addition of the priority department of interest or editional charges at the priority of the claim: USC, \$ \$97(a)(4).   USC, \$ \$97(a)(4).	If all or part of your claim is secured, complete		m is unsecured, do not complete	under 11 U.S.C. §507(a). If any portion of
Check this box if all or part of your claim is based on a Guarantec.**   YF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.   Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach reduced account as: SUMMIT ID: 5071931	If all or part of your claim is entitled to priority If all or part of your claim qualifies as an Adm	inistrative Expense under 11 U.S.C. §503(	b)(9), complete Item 6.	
ORA GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND SUPPORTING DOCUMENTATION TO COMPLETE THE APPLICABLE QUESTIONNATE AND UPLOADS UPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.  Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on the principal amount of claim increases included in season on a Derivative Contract or Guaranters or charges to this form or on the principal amount of claims. Com if claim is a based on a Derivative Contract or Guaranters or charges to this form or on the other business, whichever is cartier-11 U.S.C. § 507(a)(4).  Basis for Claim: Losses incurred under a Swap Agreement dated June 6, 2009 (Exhibit A) (See instruction 47 on reverse side.)  Less four digits of any number by which creditor identifies debtor:  3. Debtor may have scheduled account as: SUIMMIT [D; 507193]  Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property: \$  Amount of property: \$  Amount of property: \$  Amount of reverse side.)  Amount of Claim is \$  Basis for perfection:  Amount of Claim is \$  Basis for perfection:  Amount of Claim is \$  Amount of Claim is \$  Amount of Claim is \$  Constitution #4 on reverse side.)  Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property: \$  Amount of Claim is \$  Basis for perfection:  Amount of Claim is \$  Basis for perfection:  Amount of Claim is \$  Amount of Claim is \$  Check the appropriate box if your claim is secured claim, if any:  See instruction #40 on reverse side.)  Check the appropriate box if your claim is secured claim, if any:  See SWA	Check this box if all or part of your claim	is based on a Guarantee.*		
itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on http://www.lehman-claims.com if claim is a based on a Derivative Contract or Guarantec.  2. Basis for Claim; Losses incurred under a Swap Agreement dated June 6, 2009 (Exhibit A) (See instruction #2 on reverse side.)  3. Last four digits of any number by which creditor identifies debtor: 3a. Debtor may have scheduled account as: SUMMIT ID: 507193!  4. Secured Claim (See instruction #3a on reverse side.)  Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property: S  Amount of Property: S  Amount of arrearage and other charges as of time case filed included in secured claim, if any:  5 Basis for perfection:  Amount of Secured Claim: S  Amount Unsecured: S  6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. \$503(b)(9): S  Goe instruction #6 on reverse side.)  7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  8. Documents: Attach redacted copies of any documents that support the claim, such as promissory noies, purchase, itemized statements of running accounts, contracts, judgments, mortgages and security agreements.  Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "reducted" or reverse side.)  FILED / RECEIVED  SEP 1 9 2009  FILED / RECEIVED  SEP 1 9 2009  PREMIURICE SOUTHONS, LIC.	OR A GUARANTEE OF A DEBTOR, YOU FOLLOW THE DIRECTIONS TO COMPISUPPORTING DOCUMENTATION OR Y	J MUST ALSO LOG ON TO <a href="http://www.lete the applicable question">http://www.lete the applicable question</a> OUR CLAIM WILL BE DISALLOWE	<u>v.lehman-claims.com</u> AND NAIRE AND UPLOAD D.	U.S.C. § 507(a)(1)(A) or (a)(1)(B).  Wages, salaries or commissions (up to
See instruction #2 on reverse side.	itemized statement of interest or additional cha	irges. Attach itemized statement of interest	or charges to this form or on	debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
3.a. Debtor may have scheduled account as: SUMMIT ID: 5071931  4. Secured Claim (See instruction #3 on reverse side.)  4. Secured Claim (See instruction #3 on reverse side.)  4. Secured Claim (See instruction #4 on reverse side.)  5. Describe:  Value of Property: S Annual Interest Rate	(Sec instruction #2 on reverse side.)		· · · · · · · · · · · · · · · · · · ·	11 U.S.C. § 507(a)(5).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:  Value of Property: Annual interest Rate % Amount of arrearage and other charges as of time case filed included in secured claim, if any:  Basis for perfection: Amount of Secured Claim: S Amount Unsecured: \$  6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): S (See instruction #6 on reverse side.)  7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted!" on reverse side.) If the documents are voluminous, attach a summary.  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:  See SWAP Agreement (Exhibit A) and Summary of Counter Party Agreement and Loss Calculation (Exhibit B) Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person purporized to file this claim and state address and telephone number if different from the notice address above, branch copy of power of attorney, if any. THE RUTLAND HOSPITAL, INC.  BY: Manual Amount Claim that qualities are solutions, uncertainty of the creditor or other person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person filing this claim must sign it. Sign and pr	3a. Debtor may have scheduled account	nt as: SUMMIT ID: 5071931		lease, or rental of property or services for personal, family, or household use - 11 U.S.C.
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Amount of Secured Claim: \$	Describe:Value of Property: \$	Annual Interest Rate	<b>%</b>	Amount entitled to priority:
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): S (See instruction #6 on reverse side.)  7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  8. Documents: Attach redacted copies of any documents that support the claim, such as promissory noies, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.  BO NOT SEND ORIGINAL DOCUMENTS, ATTACHED DOCUMENTS MAY BE DESTROYED AFTER  SCANNING.  If the documents are not available, please explain:  See SWAP Agreement (Exhibit A) and Summary of Counter Party Agreement and Loss Calculation (Exhibit B) To Date:  Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above tyrach copy of fover of anomey, if any. THE RUTLAND HOSPITAL, INC.  BY: Manual Amazina Edward Ogorzalek, Chief Financi  FOR COURT USE ONLY  FOR	Amount of arrearage and other charges as  SBasi	s of time case filed included in secured clair s for perfection:	m, if any:	\$
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8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted:" on reverse side.) If the documents are voluminous, attach a summary.  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER  SCANNING.  If the documents are not available, please explain:  See SWAP Agreement (Exhibit A) and Summary of Counter Party Agreement and Loss Calculation (Exhibit B) attached.  Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above tyrach copy of fover of attorney, if any.  THE RUTLAND HOSPITAL, INC.  FIGURALIANT SOLUTIONS, LIC	(See instruction #6 on reverse side.)			
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	Sept. 18, Signature: The person film person authorized to file this or above to the person authorized to file this or above.	ng this claim must sign it. Sign and print name an claim and state address and telephone number if of of anomey, if any THE DITTIAND I	d title, if any, of the creditor or other lifferent from the notice address	20 2003

## LEHMAN BROTHERS

6/05al. 354440 Summit: 507193L

EAOr+ to : 322 AD

**EXECUTION COPY** 

CONFIRMATION

June 6, 2001

TRANSACTION

The Rutland Hospital, Inc. 160 Allen Street Rutland, VT 05701

Re:

Summit ID: 507193L

Ladies and Gentlemen:

The purpose of this letter agreement is to set forth the terms and conditions of the Transaction entered into between us on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the Master Agreement specified below.

The definitions and provisions contained in the 1992 ISDA U.S. Municipal Counterparty Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between those Definitions and this Confirmation, this Confirmation will govern.

- 1. This Confirmation supplements, forms part of, and is subject to the Master Agreement including the Schedule thereto dated as of June 6, 2003 (the "Agreement") between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.
  - 2. The terms of the particular Transaction to which this Confirmation relates are as follows:

Party A:

LEHMAN BROTHERS SPECIAL FINANCING INC.

Party B:

THE RUTLAND HOSPITAL, INC.

Notional Amount:

\$9,575,000, which shall reduce on the dates and in the amounts set forth in Annex I hereto. The amount of such reduction in Notional Amount shall be referred to herein as a "Revised Notional Amount."

Trade Date:

June 5, 2003

Effective Date:

July 2, 2003

Termination Date:

April 1, 2015

FIXED AMOUNTS:

Fixed Rate Payer:

Party B

Fixed Rate Payment Dates:

Monthly, on the first Business Day of each calendar month, beginning August 1, 2003 up to, and including, the Termination Date, subject to in accordance with the Following Business Day Convention and there will be no adjustment to the Calculation Period.

Fixed Rate Payer Period End Dates:

Monthly, on the first day of each calendar month, commencing on August 1, 2003. No Adjustment shall apply to Period End Dates.

Fixed Rate:

2.82%

Fixed Rate Day Count Fraction:

30/360

FLOATING AMOUNTS:

Floating Rate Payer:

Party A

Floating Rate Payment Dates:

Monthly, on the first Business Day of each calendar month, beginning August 1, 2003 up to, and including, the Termination Date, subject to in accordance with the Following Business Day Convention and there will be no adjustment to the Calculation Period.

Floating Rate Payer Period End Dates:

Monthly, on the first day of each calendar month, commencing on August 1, 2003. No Adjustment shall apply to Period End Dates.

Floating Rate Option:

The PSA Municipal Swap Index (such index having been renamed the "BMA Municipal Swap Index" and referred to herein as the "BMA Index").

If Municipal Market Data no longer publishes the BMA Index, Party A shall reasonably determine the applicable BMA Index rate on each Reset Date. The rate so determined by Party A shall equal the prevailing rate determined by Party A for bonds that are rated in the highest short-term rating category by Moody's Investors Service, Inc. and Standard & Poor's Ratings Services, A Division of The McGraw-Hill Companies, Inc. in respect of issuers most closely resembling the component issuers previously selected by Municipal

Market Data and that are subject to tender by the holders thereof for purchase on not more than seven days' notice and the interest on which is (a) variable on a weekly basis, (b) excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and (c) not subject to an "alternative minimum tax" or similar tax under the Code, unless all tax-exempt bonds are subject to such tax.

Notwithstanding the foregoing, in the event Municipal Market Data begins to republish or otherwise makes available the BMA Index, then Party A shall no longer determine the applicable BMA Index for so long as the BMA Index is published.

Reset Date:

Each Thursday, subject to adjustment in accordance with the Following Business Day Convention.

Floating Rate Day Count Fraction:

Actual/Actual

Method of Averaging:

Weighted Average

Compounding:

Inapplicable

- 3. <u>Fees and Commissions.</u> Party B acknowledges that Party A shall pay \$29,253 to Legg Mason Wood Walker Incorporated, on behalf of Party B, as a swap advisory fee for services provided by Legg Mason Wood Walker Incorporated to Party B.
  - Payment Instructions:

Payments to Party A:

JPMorgan Chase ABA: 021000021

for the Account of Lehman Brothers Special Financing Inc.

Account No. 066 143 543

Payments to Party B:

Chittenden Bank ABA # 011600062 Account # 750092098

Credit: Rutland Regional Medical Center

Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

Yours sincerely,

LEHMAN BROTHERS SPECIAL FINANCING INC.

Name: T. Courtney, Jenkins
Title: Vice President

Confirmed as of the date first above written:

THE RUTLAND HOSPITAL, INC.

Title: Chief Financial Officer

# 08-13555-mg Doc 10598-1 Filed 08/02/10 Entered 08/02/1<del>0 15:55:57 Exhibit A</del> Pg 7 of 36

Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

Yours sincerely,

LEHMAN BROTHERS SPECIAL FINANCING INC.

Ву:	
Name:	
Title	

Confirmed as of the date first above written:

THE RU'ILAND HOSPITAL, INC.

Name: Edward T. Ogorzallek Title: Chief Financial Officer

# CERTIFICATE OF ECHO FINANCIAL PRODUCTS, LLC, WITH RESPECT TO SWAP AGREEMENT ENTERED INTO BY THE RUTLAND HOSPITAL, INC., AND DEUTSCHE BANK AG AS OF OCTOBER 9, 2008

This certificate is furnished by the undersigned, Echo Financial Products, LLC (the "Swap Advisor"), in connection with the termination of an existing swap and the execution of a replacement swap by The Rutland Hospital, Inc., (the "Institution").

We understand that (i) Vermont Educational and Health Buildings Financing Agency (the "Agency") previously issued its \$9,575,000 Variable Rate Demand Hospital Revenue Bonds (Rutland Regional Medical Center Project) Series 2003A (the "Bonds"), on July 2, 2003 and subsequently remarketed the bonds on November 7, 2007, for the benefit of the Institution, (ii) the interest rate on the Bonds is reset daily (each such interest rate referred to herein as a "Daily Rate"), and (iii) in connection with the issuance of the Bonds, the Institution entered into an interest rate swap (the "Lehman Swap") with Lehman Brothers Special Financing Inc. ("Lehman"). Under the Lehman Swap, the Institution made fixed rate payments to Lehman based on application of a fixed rate of 2.82% (the "Fixed Rate") to the notional amount of the Lehman Swap of \$9.575,000, and Lehman made floating rate payments to the Institution based on application of the weekly reset SIFMA Municipal Swap Index in effect during the relevant computation period to the notional amount of the Swap (the "Floating Rate"). The Lehman Swap had an original termination date of April 1, 2015 (the "Original Termination Date").

We further understand that (a) the Lehman Swap was terminated by the Institution. (b) the Institution owes a termination payment to Lehman that is based on the "Loss method" as set forth in the Lehman Swap, which is equal to the cost of obtaining a swap with substantially similar economic terms and conditions to replace the Lehman Swap (the "Loss Amount") (a calculation of the Loss Amount is attached as Appendix A), (c) pursuant to the bidding process described herein, the Institution will enter into a swap with Deutsche Bank AG (the "Counterparty") with similar terms and conditions as the Lehman Swap, including but not limited to the notional amount, Fixed Rate, Floating Rate and Original Termination Date, pursuant to a Master Agreement effective as of October 9, 2008 and a Confirmation effective October 9, 2008 (the "Swap"), and (d) in connection with the execution of the Swap, the Institution will agree to pay a fixed rate of 3.50% to the Counterparty for the life of the Swap (the "Fixed Rate II").

In addition, the Counterparty is expected to pay to the Swap Advisor a swap advisory fee of \$10,000 (the "Swap Advisor Payment") for services rendered by the Swap Advisor to the Institution, including matters pertaining to the termination of the Lehman Swap and the entering into of the Swap.

We understand that the Institution is entering into the Swap in order (i) to provide a hedge against interest rate changes with respect to the Bonds, and (ii) to include the payments

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with respect to the Swap in calculating the yield on the Bonds as provided under Section 1.148-4(h) of the Treasury Regulations.

In connection with the execution and delivery of the Swap, the undersigned HEREBY CERTIFIES as follows:

#### I. Index Correlation

1. We were requested to, and have, run calculations for a testing period from October 9, 2005, to October 9, 2008 (the "Testing Period"). Due to limited daily remarketing data of the Institution, we utilized actual remarketing data of tax exempt daily floating rate bond issues for issuers of similar credit quality and having similar credit enhancement to the Bonds. Based on such calculations, we conclude that the average of the Floating Rate and the average of the Daily Rate, for the Testing Period, does not differ by more than 25 basis points (0.25%). A copy of the above referenced calculations are attached hereto as Appendix B.

#### II. Competitive Bidding Process

- 1. The Swap Advisor, at the direction of the Institution, conducted a competitive bidding process to obtain bids on the pricing of the Swap. Such process was undertaken in accordance with the standards and practices normally and customarily used by a swap advisor in effecting such hedge transactions. The solicitation of bids was evidenced by a document prepared by the Swap Advisor and entitled The Rutland Hospital, Inc. Floating to Fixed Interest Rate Swap Term Sheet (the "Term Sheet"), a copy of which is attached hereto as Appendix C. The Term Sheet sets forth all material terms of the Swap and set forth the timing of submission of bids as well as the basis for awarding the Swap to bidders.
- 2. As indicated above, the bidding process established both the cost of obtaining a replacement swap with similar terms and conditions as the Lehman Swap and the termination payment to be received with respect to the termination of the Lehman Swap, and determined the Fixed Rate II to be paid by the Institution for the life of the Swap. Bidders were provided with the Fixed Rate and asked to bid the highest up-front payment payable by the Institution as of October 9, 2008. The winning bidder would be that entity providing the highest up-front payment. Such bidder was the Counterparty with a bid of \$150,000. The Institution elected to pay the Fixed Rate II rather than make an upfront payment to the Counterparty.
- 3. The Swap Advisor did not convey any information to any bidder that would tend to induce a bidder to bid an up-front payment different from an up-front payment based solely on the information contained in the Term Sheet or otherwise reasonably available to all bidders through other sources. In addition, all bidders had an equal opportunity to bid for the Swap.

We understand that the foregoing information will be relied upon by the Institution for purposes of its compliance with the arbitrage rules under Section 148 of the Internal Revenue Code and by Sidley Austin LLP in advising the Institution with respect to such compliance. The opinions expressed herein are not to be used, circulated, quoted or otherwise referred to for any other purpose without the express written consent of undersigned. Further, the opinions expressed herein are not a guarantee of the future trading relationship of the interest rates described herein nor a projection of future tax or interest rates.

08-13555-mg Doc 10598-1 Filed 08/02/10 Entered 08/02/10 15:55:57 Exhibit A Pg 10 of 36

Dated: October 09, 2008

ECHO FINANCIAL PRODUCTS, LLC

Appendix A

## **Rutland Regional Medical Center**

Calculation of Settlement Amount (1)

Bid Amount from DeutscheBank (\$150,000.00)

Unpaid Swap Payments - 10/1/2008: (4,480.04)

Accrued Cashflows - From and including

10/1/2008 to but excluding 10/9/2008 (3,626.09)

Adjustment for Professional Fees: (26,875.00)
Net Termination Amount Due: (\$184,981.13)

Interest on Net Termination Amount (2): (\$58.29)

Settlement Amount to LBSF: (\$185,039.42)

otes: (1) Amount including Loss Amount, Unpaid Amounts, and adjustment for Professional Fees and interest until remitted.

(2) Interest calculated as follows: Intrest due thereon from and including the Early Termination Date to but excluding the date it was paid, with daily compounding and the actual number of days clapsed all at the Applicable Rate, ie.the Non-Default Rate.

Non-Default Rate equal to: Rate per annum equal to the cost (without proof or evidence of any actual cost) to the Non-Defaulting Party if it were to fund the relevant amount.

Hospital's Cost of Funding:

2.300%

Early Termination Date:

10/9/2008

Settlement Amount Payment Date;

10/14/2008

Appendix B

Comparable Transaction	A	В	C			
CUSIP	9241607V0 - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bands (Mt. Ascutney Hospital Project) 2004 Sories A	92 11607U2 - Vermont Educational and Health Buildings Financing Agency, Variatte Rate Domand Hospital Revenue Bonds (Northeastern Vermont Regional Hospital Project) 2004 Seriex A	9241608D - Vermont Educational and Health Buildings Financing Agency, \$10,315,000 Variable Rest Demand Hospital Revenue Bonds (Gilhord Namorial Hospital Project) 2006 Serios A	Average of Comperable Transactions	6th; of USD-BBA- LIBOR Having a Three-Month Maturity	SIFMA
State:	Vermoni	Vermoni	Vermont			
LOC Provider:	TD Bank North	YO Bank North	Көү Валж			
Date	Remarkeling Rate	Remarketing Rate	Remarkoling Rate	Average Remarkating Rate	Closing Rate	Last Price
10/7/2005 10/11/2005	2.750 2.620	2,750 2,620	2.910 2.910	2.803 2.717	2.68 2.68	2.660 2.660
10/12/2005	2 660	2 500	2.880	2.693	2.63	2.530
10/13/2005	2.600 2.500	2 (504) 2,500	2.880 2.880	2,693 2,627	2.70 2.71	2,630 2,630
10/17/2005	2 530	2 530	2.880	2 647	2.72	2.630
10/18/2005 10/19/2005	2 530 2 560	2.530 2.560	2.880 2.850	2.647 2.657	2 72 2.72	2.630 2.600
10/20/2005	2 610	2,610	2.850	2.690	2.74	2,600
19/21/2006 19/24/2006	2.660	2 689 2 690	2.850 2.850	2.723 2.743	2 75 2 75	2,600 2,600
10/25/2005	2 700	2 700	2.950	2.750	2 76	2 600
10/26/2005 10/27/2005	2 720 2 750	2 720 2.750	2.950 2.050	2 797 2.617	2 77 2 76	2.700 2.700
10/28/2005	2 850	2.850	2 650	2.6\$3	2.78	2.700
10/31/2005	2 850 2 880	2.650 2.6≙0	2 950 2 950	2.883 2.770	2 78 2 78	2.700
11/2/2005	2.560	2,560	2.860	2.660	2 78	2 610
11/3/2005 11/4/2005	2,55G 2,760	2 650 2 780	2,860 2,860	2 653 2.793	2 79 2.78	2.610 2.610
11/7/2005	2 800	2 800	2,860	2 820	2 7R	2610
. 11/8/2005 11/9/2005	2,830 · 2,900	2 630 2.900	2,560 2 150	2 640 2.983	2.79 2.80	5 800 5 610
11/10/2005	2 970	2.970	3 150	3 030	2 80	2 900
11/14/2005 11/15/2005	3 000 3,020	3 000 3 020	3.150 3.150	3.050 3.060	· 2.60 2.62	2,900
11/16/2005	2,560	2.050	3.260	3,060	2.82	3.030
11/17/2005	2 980 2 980	2 980 2 980	3.280 3.280	3.080 3.080	2,83	3.030 3.030
11/21/2005	2 980	2.980	3.280	3,080	2.84	3.030
11/22/2005	2 990	2.950 3.010	· 3.280 3.290	3,087	2.85 2.85	3,030 3,040
11/23/2005 11/25/2005	3.010 3.030	. 3.030	3.290	3,117	2 86	3,040
11/28/2005	3 020	3 020	3,290	3.110	2 87	3140
11/29/2005	3 000 3 060	3 000	3.290 3.230	3,097 3,077	2.92	3,546 2,580
12/1/2005	2 970	2 970	3.230	5 US7	2.53	2.560
12/2/2005	2 500 2 650	2,500 2,660	2 230 2 230	2 010 2 843	2 <del>94</del> 2 <del>9</del> 5	2.980 2.980
12/3/2009	2 500	2 500	3 230	2.743	2 95	2.980
12/7/2005	2,420 2,530	2 420 2 530	3.060 3.060	2,833 2,707	7 65 2 <del>96</del>	2,810 2,810
12/9/2005	2 630	2.630	3.080	2 773	2 97	2 810
12/12/2005	2 770 2 500	2,770 2,900	3.060 3.060	2.967 2.953	2.97 2.97	2.616 2.810
12/14/2005	3,026	3.020	3,320	3,120	2.97	3,070
12/15/2005	3.050 3.170	3.050 · 3.170	3,320 3,320	3,140 3,220	2.¥7 2.97	3,070 3,670
12/16/2005	3 150	3.150	3.320	3 207	2.97	3.070
12/20/2005 12/21/2006	3.130 3.280	3,130 \$ 280	3.520 3.630	3.193 3.397	2 97 2.97	3,079
12/22/2005	3 260	3 280	3.630	3.397	2.98	3,380
12/23/2005	3.250	3 290	3,630 3 630	3 403 3 463	2.98 2.98	3 380
12/27/2005	3 290 3 420	3 290 3 420	3.760	3 533	2 96	3.510
12/29/2005	3.550	a 550	9.760	3.626	295	3.510
12/90/2005 1/3/2006	3.750 3.000	3.750 3.000	3.760 3.760	3.753 3.253	2.99 2.99	3,510 3,510
1/4/2005	2.630	2.630	3 180	2.813	2.99	2 930
1/5/2006	2.64Q 2.600	2.640 2.600	3.180 3.160	2 820 2.793	3.00	2,930 2,930
1/9/2006	2 630	3 636	3 180	2.813	3.02	2.930
1/10/2006 1/11/2006	2,710 2,500	2.710 2.800	3 180	2.867 2.937	3 02	2.930 2.980
1/12/2006	2.830	2 830	3210	2 957	3 04	2.560
1/13/2906 1/17/2906	2.920 2.930	2.920 2.930	3.210 3.210	3.017 3.020	3·04 3·05	2.960 2.960
1/18/2006	2.960	2 060	3.260	3 060	3.05	3 010
1/19/2008 1/20/2008	2 570 2.910	2.970 2.910	3.760 3.280	3,067 3,027	3 07 3.57	3.010 3.610
1/23/2006	2 5 10	2,910	3.260	3,027	3 08	3 010
1/24/2006 1/25/2006	2 470 2 080	2 070 2 980	3.260 3.279	3,657 3,077	3 08 3 (23	3 010
1/26/2000	3 020	3.020	3 270	3 103	3 10	3 020
1/27/2006	3 050	3.060	3.270	3,123	3.11	2 030
1/36/2006 1/31/2006	3 050 3 090	3 050 3 090	3.270 3.270	2 123 3 150	311	3,020
20 /200€	2 950	2 950	3 230	3 043	311	2,980
2/2/2006 2/3/2006	2.850 2.850	2 850 2 850	3 230 3.230	2 977 2.977	3.11 3.11	2,9 <del>8</del> 0 2,980
282006	2.020	3 020	3 230	3,090	3 11	2.980
2/7/2006 2/8/2006	3,050 3 080	3 050 3 090	3 230 3 350	3.110 3.173	311	2,960 3 110
2/9/2008	2 170	3 110	3360	3 193	311	3.110
2/16/2006 2/13/2006	3 180 3.170	3 180 3 170	3 360 3 360	3 227 3 233	3 11 3 11	3 1 10 3 1 10
2/14/2006	3.180	3,180	3.360	3 240 ·	311	3.110
2/15/2000 2/16/2000	3 160 3,170	3 160 3 170	9.470 9.470	3 283 3.270	311	3.220
2/17/2006	3 150	a 150	3 470	3.25/	3 (1	3.220
	3 130	3 130 3.160	3.470 3.438	3.243 3.210	3 11 3 1)	3.220
2/21/2006				3.210		3 180 .
2/22/2006 2/22/2006 2/23/2006	3.100 3.050	3.050	3.430	3.177	311	3.180
2/22/2006 2/23/2006 2/24/2006	3.050 3.000	3,050 3,000	3.490 3.400	3,177 3,143	3.11 3.13	3.180 3.180
2/22/2005 2/23/2006	3.050 3.000 2.970	3,050 3,000 2,970	3.420 3.420 3.430	3.177	3.13 3.15	3.180 3.180 3.160
2/22/2005 2/23/2006 2/24/2006 2/27/2000	3.050 3.000	3,050 3,000	3.490 3.400	3,177 3,143 3,123	3.11 3.13	3.180 3.180

Comparable Transaction	Α .	В.	. с			
CUSIP	9241607V0 - Vermont Educational and Health Buildings Financing Agency, Variabio Rate Demand Hospital Revenue Bonds (ML Ascutney Hospital Project) 2004 Series A	9241607U2 - Vermont Educational and Health Buildings Financing Agency, Variable Rale Demand Hospital Revenue Bonds (Northeastern Vermont Regional Hospital Project) 2004 Series A	9241608B3 - Vermont Educational and Houlth Buildings Financing Agency, \$20,315,000 Vertable Raio Demand Hospital Revenue Bonda (Gittord Memorial Hospital Project) 2006 Series A	Average of Comparable Transactions	68% of USD-BBA- LIBOR Having a Three-Month Maturity	SIFMA
State:	Vermont	Vormont	Vermons			
LOC Provider:	TD Bank North	TD Bank Horth	Key Sank			
Date	Remarketing Rate	Romarketing Rate	Remarketing Rate	Average Romarketing Rate	Closing Rate	Last Price
3/3/2006	2 800	2.800	3.270	2 957	3 10	3.020
3/6/2006 3/7/2006	2 600 2 830	2.800 2.800	3.270 3.270	2.957 2.977	3.19 3.19	3.020 3.020
3/8/2006	- 3 010	3.010	3 300	3 107	3.19	3,050
3/9/2006	3.050 3.060	3.050	3.500	3 133	321	3 050
3/13/2006	3.080	3.060 3.060	3.30¢ 3.300	3 153 3.153	3,22	3.050 3.050
3/14/2006 3/15/2006	3.090	3 090	3.360	3 160	3.23	3,050
3/16/2006	3.150	3:100 3:150	3.390 3.390	3.197 3.230	3.23 3.25	3 740
3/17/2006	3 130	3 130	3,390	3217	3.25	3,140
3/20/2008 3/21/2008	3 100 3 120	3 107 3.120	3.390 3.390	3,197 3,210	3.26 3.2ú	3.140 3.140
3/22/2006	3.120	2.120	3.410	3 217	3.27	3 180
3/23/2006 3/24/2006	3.130 3.120	3.130 3.120	3.410 2.410	3 223 3.217	3.28 3.28	3.160 3.160
3/27/2000	3.110	3.110	3.410	3 210	3.28	3.180
3/28/2006	3.110	3.110	3.410	3.210	3,28	3,160
3/29/2006 3/30/2006	3.110 3.110	3,110 3,110	3.420 3.420	3.213 3.213	3.26 3.26	3,170 3,170
3/31/2005	3 190	3 190	3.420	3.267	3.28	3,170
4/3/2006 4/4/2000	3.076 3.020	3.070 3.020	3.420 3.420	3.187 3.153	3.26	3 170
4/5/2006	2 970	2.970	3.425 3.316	2.093	3,29 3,29	3 170 3 060
4/6/2006	2 976	2 970	5,510	3.983	3 30	<b>3 680</b>
4/7/2006 4/10/2006	3.030 3.040	3.030 3.040	3 310 3.310	3.123 3.130	3.30 3.30	3 080 3 080
4/11/2008	3.060	3.060	3.310	3 143	3 32	3 060
4/12/2006 4/13/2008	3.286 3.370	3.280 3.370	3,690 3,690	3 417 - 3 477	3 93 3 34	3 440
4/17/2006	3,470	3 470	3,690	3,543	3 34	3.440
4/18/2006 4/19/2006	3.536 3.620	3 \$30 3 620	3.890 3.850	2,583 3,730	3.35 3.35	3 440 3 700
4/20/2006	3·64Q	3.640	3 950	3.743	3 37	3.700
4/21/2006	3.670	3,670	3.650	3.763	3,37	3.700
472472006 472572000	3 670 3 650	3,670 3,650	3.950 3.950	3,763 3,750	3.36 3.39	3,700
4/26/2000	3700	3,760	4,050	3.817	3.46	3,800
4/27/2006 4/28/2006	3 740 3.810	3.740 3.810	4 050 4,050	3.840 3.890	3 42 3 43	3,860
5/1/2000	3.700	3 700	4.050	3,817	3 43	2 800
5/2/2006 5/3/2006	3 520 3 390	3,520 3,3%	<b>4</b> 050 3,840	0.697 3 540	3 44 3 44	3.600 3.593
5/4/2006	3 400	3.400	3.840	3,547	3 45	3,590
5/5/2006 5/8/2005	3.530 3.510	3.530	3.840	3.833	3 45	3,550
5/9/2005	3510	3,510 3,510	3,940 3,840	3.820 3.620	3.45 3.45	3,590 3,590
5-10-200A	3 470	3.470	3.810	3 583	3 45	3,500
5/11/2096 5/12/2006	3 4 1 0 3 4 1 0	3410	3 810 3 810	3.543 3.543	3.45 3.45	3,560 3,560
5/15/2006	3 400	3 400	3.810	3 537	3 45	3.500
5/16/2506 5/17/2506	3 360 3.350	3 360 3.350	3.810 3.690	3.510 3.463	3.45 3.45	3,560 3,440
5/18/2006	3.320	3 320	3.690	3 443	3.45	3.440
5/19/2006 5/22/2006	3.380 3.410	3,360	3.690	3 483	3 45	3.440
5/23/2006	3 440	3 4 tO 3,440	3,690 3,690	3 503 3.523	3.45 3.46	3,440
5/24/2006 5/25/2006	3 450	3.450	3.720	3.540	3.46	3,470
5/25/2006 5/26/2006	3 45G 3 550	9.450 9.550	3 720 3,720	3.540 3.607	3.46	3.470 3.470
5/30/2006	3 530	3,530	3.720	3,593	3.47	3,479
5/31/2006 6/1/2006	3 560 3.340	3,560 3,340	3 470 3,580	3,530 3,420	3.48	3,220
8/2/2006	3.300	3.300	3.290	3,420	3,49 3,49	3.220 3.220
8/5/2006 6/E/2006	3 300 3 400	3,300	3.310	3.303	3,49	3 220
6/7/2008	3.510	3 400 3.510	3,400 3,520	3.400 3.513	3 50 °	3.220
678/2006 679/2008	3.630	3 638	3 620	3,627	3 52	3,460
6/12/2000	3.750 3.800	3 750 3.800 ·	3.730 3.860	3,743 3,800	3.52 3.52	3,460 3,480
6/12/2006	3,800	3,860	3 800	3 800	3,54	3 450
€714/2008 €15/2008	3,800 3,650	3 800 3.850	3 690 3.870	3,800 3.857	3 54	3 880
6/16/2008	34 5440	3.940	3 930	3.937	3.57 3.58	3,850 3 850
6/19/2006 6/20/2006	3.810 3.850	3.920 3.910	3910 2910	2,517 3 910	3,59	3.880
G/21/2000	00 <del>9</del> C	3.900	3.910	3363	3 60 3 61	3,880
6/22/2006 6/23/2006	3.920	3,930	2.910	3.917	3.62	3,970
6/26/2006	3 950 3 910	3.850 - 3.910	3.94G 3.920	3,947 3,913	3 63 3 63	3,970 3,970
6/27/2006	2 960	3.960	0.920	3.947	3 64	3,970
6/28/2006 6/28/2008	3 980 3 980	3 960 3,580	3,950	3.957	3.04	3 970
6/30/2006	4 010	1,010 010,4	3,970 4 030	3.977 4.017	3 64 3 63	3 970 3.970
7/3/2006	3.800	3 600	3 890	3,830	3 63	3.970
7/5/2006 7/5/2000	3.570 3.430	3,570 3,430	3 590 3 370	3.577 3.410	3.63 3 83	3 670 3,670
7.77.2006	3.270	3.270	3 250	3.263	3.64	3,670 3,670
7/10/2006 7/11/2006	3.170 3.130	3 170	3 1/50	3.157	3.64	3.670
7/12/2006	3.160	3 130 3 180	3.130 3.130	3 130 3,150	3.64 3.64	3 670 3.430
7/13/2006	3 270	3.270	3 240	3,260	3.66	3.430
7/14/2006 7/17/2006	3 430 3 480	3 430 3 460	3 389 3 450	3.413 3.470	3.65 3.65	3,430 3,430
7/18/2006	3.480	3 450	3 480	2 480	3 66	3 430
7/15/2008 7/20/2008	3 489 3.490	3 480· 3 490	3 480 3.480	3.480	3 66	3 560
7/21/2006	3.800	3 (5:00	3 500	3,467 3,600	3 67 3 68	3 560 3 560
7/24/2000	3.640	3 840	3 500	3 637	3 67	3 560

Comparable Transaction	Α	B e	. (%, s C, s			
CUSIP	5241607V0 - Vermont Educational and Hoath Buildings Financing Agency, Variable Rate Demand Hospital Revenus Bondts (Mt. Ascuttney Hospital Project) 2004 Series A	9241607U2 - Verment Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (Northeastern Vermont Regional Hospital Project) 2004 Series A	9241608B3 - Vermont Educational and Haalth Buildings Firamoing Agency. 520, 3 5,500 Variable Rate Demand Hospital Revenus Bonds (Giltord Memorial Hospital Project) 2006 Series A	Average of Comparatio Transactions	68% of USD-BBA- LIBOR Having a Tiveo-Month Maturity	SIFMA
State:	Vermont	Vormont	Vermont			
OC Provider:	TD Bank North	TD Bank North	Key Bank			
Dato	Remarketing Rate	Remarkeling Ratu	Remarketing Rate	Average Remarkering Rate	Closing Rase	Last Price
7/25/2006	3 670	3,670	3.650	2,603	3.67	3 560
7/26/2006 7/27/2006	3 660 3.670	3 550 3 670	3,620	3 640	3.67	3 640
7/28/2006	3.670	3.670	3.650 3.650	3,603 3,683	3 C7 3.G7	3 040 3.640
7/31/2006 8/1/2006	3 690 3 650	3.650 3.650	3.670 3.520	3.883	367	3 640
8/2/2003	3.360	3,360	3,360	3,540 3,360	3.67 3.67	3 840 3 440
8/3/2006 8/4/2006	3.21ú 3.140	3.210 3.140	3.220 3.120	3,213 3 133	3,68 3,68	3 440 3,440
8:7/2006	3.170	2.170	3.150	3,163	3 65	3 440
8/8/2006 8/8/2006	3.270 3.340	3.270 3.346	3,220 3,330	3.253 3.337	3,65 3,62	3,440 3,420
8/10/2006	3,480	3.460	3.400	3.440	3 62	3.420
8/11/2006 8/14/2006	2 570 3 610	3,570 3,610	3 680 3 620	3,573 3 813	3.62 3.62	3,420 3,420
8/15/2006	3 662	3,600	3.670	. 3,683	3.62	3 420
8/15/2006 8/17/2006	3 500 3 500	3 6CD	3,820 3,580	3 607 3 593	3.62 3.62	3,650 3,650
B/18/2008	3 600	0.600	3 590	3 547	3.62	3,650
8/21/2006 8/72/2006	3.570 3.550	3.570 3.550	3 590 3 550	3.577 3.590	3 62 3 62	3,650 3,650
8/23/2006	3.500	3 560	3 500	3.500	3 62	3.580
8/24/2006 8/25/2006	3.470 3.500	3 470	5 460 3 500	3 467 3 500	3 62 3.62	3,560 3,560
8/28/2000	3.500	3 500	3.500	3,500	2.62	3.580
8/29/2000 8/30/2006	3 540 . 3.550	3 540 3.550	3,530 3,550	3.537 3,550	3.62 3.62	3,580 3,410
8/31/2006	3 600 C	3.600	3 S60	3.587	3 62	3410
6/1/2006 9/5/2006	3 580 3.360	3.580 3.380	3:500 3:360	3,553 3,360	3.62 3.62	3410
9/6/2000	3.300	3.300	3.260	3.287	3.62	3.350
9/3/2006 9/8/2606	3.300 3.320	3.300 3.320	3,260 3,360	3.293 3.313	3.62 3.62	3 350 3.350
5/11/2006	3,390	3,390	9.400	3,393	3.02	3,350
9/12/2006 9/13/2006	3.510 3.510	3.510 3.510	3.500 3.510	3,507 · 3,510	3.62 3.62	3.350 3.540
9/14/2006	3 510	3,510	3.510	3.510	3.62	3,540
9/15/2008 9/16/2008	3 600 3 690	3,600 3,690	3.580 3.650	3.593 3,677	3.62 3.62	3,540 3,540
\$119,2006	3 750	3 750	3.730	3,743	3.52	3,540
9/20/2006 9/21/2006	3 750 3.750	3.750 3.750	3 730 3.760	2.7 <b>4</b> 3 3.753	3.62 3.62	3,730
9.72/2006	3 750	3 750	7,770	3.757	3 62	3.730
9/25/2006 9/26/2006	3,800 3,800	31 RDG 31,800	3 860 3 860	3,800 3,800	3.62 3.62	3.736 3.730
9/27/2000	3,790	3 790	3 800 .	3.793	0.62	3 740
9/28/2006 9/29/2006	3.850 3.850	3 800 3.650	3.900 3.900	3 800 3 833	3.62 3.62	3,740 3,740
19/2/2006	3 550	3.550	3,650	3 550	2 (5)	3 740
10/3/2006	3 370 3 230	3.370 3.200	3,380 3,220	3.373 3.227	3 02 3 02	3.740 3.370
10.52003	3.250	3.250	3 250	3.250	3.62	3370
10/10/2006	3 390 3,490	3 390 3 490	3.490 2.340	3 380 3 480	3 62 3 62	3 370 3.376
16/11/2006	3540	3 540	3 500	3 527	3.62	3.510
10/12/2006 10/13/2006	3,550 3,600	3,550 3,600	3,550 3 840	3,550 3,300	3.62 3.62	3.510 3.510
10/16/2006	3.600 3.600	3,600	3 590	3,597	3 62	3,510
10/17/2006 10/18/2006	3 590	9,600 3,590	3.640 3.640	3 603 3 590	3.62 3.62	3,510 3,570
10/19/2006 10/20/2006	3.550 3.600	3,590	3 800	3 593	3,62	3,570
10/23/2008	3 600	. 9,600 3,600	3 600 3 590	3.600 3.597	3,62 3.62	3,570 3,570
10:24/2006	3 600	3,600 3,600	3 590 3 540	3.597	3.62	3.570
10/26/2006	3 580	3,580 3,580	3 590 3,690	3.583 3.583	3,62 3,62	3.560 3.560
10/27/2006	3 €30 3 610	3.630 3.610	3,810	3.623	367	3 560
10/31/2006	3 650	3,650	3,830 3 640	3.617 3.647	3 62 8 62	3.560 3 560
11/1/2006	3.356 3.370	3.350 3.370	3.340	3.347	3.62	3.390
11/3/2006	3510	3.510	3.340 3.480	3.360 3.503	3 62 3.62	3,390
11/6/2006 11/7/2006	3.650 3.650	3 600	3.590	3.597	3.62	3.390
11:8/2006	3.650	3,650 3,050	3.840 3.840	3.847 3.847	3.62 3.62	3,390
11/19/2006	3 640 3 680	3.640 3.680	3 630	3 637	3 (52	3,030
71/13/2006	3.650	3 650	3.680 3.680	3.673 3 653	3.62 3.62	3 630 3 630
11/14/2006 11/15/2006	3.660 3.680	3.680 3,680	3.66G	3 660	3 62	3 630
11/16/2006	3.870	3.670	3,660 3,670	3.673 3.678	3 83 3 85	3 670 3 670
11/17/2008	3 700 3.660	3,700	3.690	3.597	3 62	3.670
11/21/2606	3 650	3.700 3.640	3,690 3,700	3.683 3.670	3.62 3.52	3.670 3.670
.11/22/2006 11/24/2006	3 650	3.650	3 660	3.653	3 62	3.870
11/27/260€	3.650 3.600	3,650 3,650	3 450 3 650	3,650 3,633	3 65 3 65	3 630 3 630
11/28-2006	3.550	008.0	3 620	3.590	3.62	3.630
11/29/2006 11/30/2006	3.505 3.650	3.550 3.560	3.580 3.580	0,560 3 503	3 62 3,84	9 630, 3 480
12/1/2000	3 520	3.650	3,660	3.610	3,54	3 460
12/4/2000 12/5/2006	3.080 3.330	3,520 3,386	3,490 3,370	3,483 3,360	3 64 3.64	3 480
12/8/2006	3.310	3 330	2.310	3,317	3.64	3.480 3.480
12/7/2006 12/8/2006	3.389 3.460	3,310 3,380	2 300 3.370	3.830 3.400	3,64	3,400
	3 490	3 450	3.460	3.400 3.487	3 84 3 64	3 460 3.460
12/11/2006 12/12/2006	3.550	3 490	2.490	3.510	200	

Comparable						
Comparable Transaction	Α	<u>.</u> B	C			
CUSIP	9241607V0 - Vermont Educational and Health Buildings Financing Agency, Veriable Rate Demand Hospital Revenus Bonds (Mt. Ascutney Hospital Project) 2004 Series A	9241607U2 - Vermont Educational and Health Bulldings Financing Agency, Variable Rate Demand Hospital Reviews Bonds (Northeastern Vermont Regional Hospital Project) 2014 Sortina A	924160883 - Vermont Educational and Health Buildings Financing Agency, \$20,315,000 Variable fine Demand Hospital Revenue Bonde (Cilford Momorial Hospital Project) 2006 Series	Average of Comparable Transactions	88% of USD-BBA- LIBOR Having a Fired-Month Majurity	SIFMA
State:	Vermont	Vermont	Vermoni			
LOG Provider:	TD Bank North	TD Bank North	Key Bank			
Date	Remarketing Rote	Remarketing Rata	Bansarketing Reto	Average Remarketing Rate	Glosing Rate	Last Price
12/14/2006	3.620	3.550	3.510	3.560	364	3 590
12/15/2008	3.770 3.630	3 620	3,590	3.660	3 64	3 590
12/19/2006	3.630	3.770 3.830	3.750 3.830	3.783 3.830	3 64 3.64	3 590 3 590
12/20/2006 12/21/2006	3.850 3.800	3.830 3.850	2,860 3,860	3,847 3,870	3.64 3.64	3 590 3 690
12/22/2006	3.960 3.960	3,900	3.890	3 913	3.64	3.890
12/27/2006	3 920	3,950 3.950	3.920 3.920	3.940 3.930	3 64 3.64	3,890 3,890
12/26/2006 12/29/2006	3.900 4.000	3.920 3.900	3.920 3.920	3.913 3.940	3.64 3.62	010 010.0
1,2/2007 1/3/2007	3 900 3.400	4 C(N)	4.010	3 970	3.65	3.910
1/4/2007	3,349	3 900 3.403	3.930 3.430	3.743 3,390	3.C5 3.E5	3.910 3.450
1/5/2007 1/8/2007	3.350 3.500	3.340 3.350	2.310 2.310	3.333 3.387	3 62 3.62	3.450 3.450
1/9/2007 1/10/2007	02a.c	<b>3</b> 500	3 510	3.553	3 62	3 450
1/11/2007	3 GB0 2 GB0	3 650 3 650	3 640 7 640	3 657 3,667	3 65 3 65	3,630 3,450
1/12/2907 1/16/2007	3 680 3.560	3 680 3 680	3 680 3 700	3.873 3.880	3 C2	3.630 3.630
1/17/2007 1/18/2007	3,600 3,600	3 630 3 600	3.636	3.630	3 62	3,630
1.118/2007	3 606	3 600	3.610 3.620	3.603 3.607	3 62 3 62	3 620 3 620
1/19/2007 1/22/2007	3.620 3.620	3,626 3,620	3,620 3,620	3.620 3.620	3 62 3 62	3 650 3 650
1/23/2007	3 620 3 620	3 620 3.620	3,610 3,610	3.617 3.617	3 62 3 62	3.620
1/25/2007	2 670	3 570	2 660	3 663	3 82	616,C 9,810
1/26/2007 1/29/2007	3 C30 3 C90	3.600 3.600	≎ 780 3 690	3 680 3 690	3 62 3.62	3,610 3,610
1/30/2007 1/31/2007	3 680 3 730	3 680 3 700	3.690 -3,710	3.683 3.723	3,62 3,62	3.500 3.500
2/1/2007 2/2/2007	3 530 3 510	3.530	3,520	- 3.527	3.62	3.500
2/5/2007	n 500	3.510 3.500	0:020 0:490	2,513 3,497	3 (E) 3.02	3.500 3.500
2/6/2007 2/7/2007	3 510 3 560	3,510 3,550	3.516 3.540	3.510 3.547	3.62 3.62	3.500 3,590
2/8/2007 2/9/2007	3 580 3 690	3.580	3.580	3,540	3.62	3,690
2/12/2007	3 G70	3.630 3.670	3,620 3,630	3 627 3 657	3.02 3.63	3,590 3,590
2/13/2007 2/14/2007	3.650 3.660	3.650 3.600	3.650 3.650	3.650 , 3.657	0.62 0.62	3.590
2/14/2007 2/15/2007	3.660 3.680	3.680 3.680	3 650	3.663	3 62	3.650
2/16/2007	3,680	3.680	3.650 3.650	3,683 3,870	3 63 3 63	3,650 3,650
2/20/2007 2/21/2007	3 680 3 650	3,650 3,640	3 640 3 660	3,557 3,550	3 62 3.82	3,650 3,650
2/22/2007 2/23/2007	3.840 3.650	3.660 3.640	3.660 3.650	3,650 3,617	3.62 3.62	3,550
2/26/2007	3 640	3,650	3.640	3.843	3 €2	3.650 3,650
2/27/2007 2/28/2007	3,650 3,650	3.650 3.560	3 640 3 640	3,647 3,583	3 C2 3,62	5.510 3,510
3/1/2007 3/2/2007	3 560 2,500	3.500 3.500	3 480 3 440	3 5 13 3.480	3,62	3,510 3,510
3/5/7007 3/6/2007	3 500 3,590	3.530 3.540	3 480	3.503	3 62	3.510
3/7/2007	3.540	3 580	3,520 3,500	3.530 3,560	3.62 3 62	3.520 3.520
3/8/2007 3/9/2007	3,580 3,660	3.600 3 610	3,570 3:590	3.600	3 62 3.62	3 520 .3,520
3/12/2007 3/13/2007	3 610 3 620	3.620 3.830	3 890 3 610	3,610 3,620	3.02 3.62	3,520
3/14/2007 3/15/2007	3.630	3.670	3 650	3.650	3.62	3,600 3,600
3/16/2007	3.710	3,700	3,680 3,690	3.687 3.700	3,62 3,62	3.800 3.600
3/19:2007 3/20:2007	3.700 3.700	3 700 3.670	3.690 3.670	3.697 3.680	3,62 3.62	2,600 028,0
3/21/2007 3/22/2007	3 670 3.650	3 650 3 67G	3,860	3 680	3 25	2,850
3/23/2007	3.670	3.050	3.870 3.860	3 663 3 660	3 62 3.62	3.650 3 650
3/26/2007 3/27/2007	3,650 3,650	3.650 3.670	3 660 3 680	3 653 3 660	3 62 3.62	3,650 3,650
3/28/2007 3/29/2007	3 670 3 7 10	3.710 3.800	3.700	3.693	3.62	3 650
3/30/2007	3 600	3.750	3 750 3 760	3 753 3 770	3 62 3 62	3,650 3,650
4/2/2007 4/3/2007	3,750 3,650	3 650 3 600	3.600 3.590	3 677 3 613	3-62 3-62	3 650 3 610
4/4/2007 4/5/2007	3 600 3 650	3.650 3.670	3 636 3 630	3.627 3.650	3.62 3.62	3 6 1 0
479.2007 4710/2007	3 670 3.630	3.630	3 630	3 643	3 62	3.810 3.810
4/11/2007	3 680	3 640 3 730	3.650 3,700	3 683 3 700	3 62 3 62	9,700, 3,700
4/12/2007 4/13/2007	3 770 3.700	3 760 3.700	3.716 3.710	3.730 3.733	3.62 3.62	5 700 3 700
4/16/2007 4/17/2007	3.730 3.750	3,750 3,780	3.740	3 740	3 02	3 700
4/18/2007	3 780	3,830	3.760 3.810	3.763 3.807	3.62 . 3.62	3.780 3.780
4/19/2007 4/20/2007	3,830 3,850	3,850 3,900	3,860 3,960	3.653 3.883	3 62 3 62	3.780 3.780
4/23/2007 4/24/2007	3 900 3 920	3.920 3.920	3810 3910	3.910	3 62	3.780
4/25/2007.	3 926	3 980	3 970	3.917 3.957	3.62 3.62	3,920
A/26/2007 A/27/2007	3 980 4 030	4,030 4,080	4.050	4,007 4,047	3.62 3.62	3,920 3,920
4/30/2007 5/1/2007	4.080	4.120 4.000	4.060 3.860	4.080 4.027	3.62 3.62	3,920
5/2/2007 5/3/2007	4:000 3:960	009.6	3.930	3,983	3.62	3,920
5/4/2907	3.970	3,970 3,920	3.930 3.930	3.953 3.940	3,62 3.82	3.920 3.920

Comparable Transaction	А	В	. c			
CUSIP	9241607V0 - Vermoni Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bondo (Mt. Accutney Hospital Project) 2004 Serlex A	8241807U2 - Vermont Educational and Hostih Buildings Financing Agency, Variable Rato Dermand Hospital Revenue Bonds (Northeaslam Vermont Regional Hospital Project) 2004 Series A	924160883 - Vermont Educational and Health Buildings Financing Agency, \$20,315,000 Variable Rate Denhand Hespital Revenue Bonde (Billord Memorial Hospital Projecti 2006 Sarres	Average of Comparable Transactions	68% of USD-RBA- LIBOR Having a Three-Month Maturity	SIFMA
State:	Vermont	Vermont	Vormani			
LOC Provider;	TO Bank North	TD Sank North	Vormon Кеу Ваяк			
Date	Remarketing Rate			Average		
5/7/2007		Remarkating Rate	Romarketing Rate	Remarkating Rale	Closing Rate	Last Price
5/8/2007	3 920 3 900	9.900 988 G	3,930 3,930	3 9 1 7 3 9 0 7	5 62 3,62	3 920
5/8/2007 \$/10/2007	3 090 3 020	3.920 3.930	0.920 3.940	3,910 3,930	3 62 3 62	3,910 3,910
5/11/2007	3 930	3.920	3,940	3.930	3.62	3910
5/14/2007 5/15/2007	3 920 3,860	3.8EO 3.810	3,890 3,850	3,850 3,840	3.62 3.62	3.91¢ 3.860
5/15/2007 5/17/2007	3 810	3,820	3 640	3.823	3.62	3.850
5/19/2007 5/18/2007	3.820 3.820	3.820 3,810	0 860 0.860	3.833 3.830	3.62 3.62	3,850 3 850
5/21/2007 5/22/2007	3.800 3.800	3 800	3,95C	3,820	3.62	3,850
5/23/2007	3.800	3 800 3,800	3.850 3.830	3,817 3,810	3 62 3 62	3,830 3.830
5/24/2007 5/25/2007	3,800 3,830	3.830	3.840	3.823	3.62	3.630
\$429/2007	3 810	3,816 3,800	3,860 3,860	3.833 3.823	3.52 3.62	3,633 3,750
5/30/2007 5/31/2007	3.600 3.670	3,870	3.900	3,857	3.62	3,760
C1/2007	3 600	3,800 3,650	3.810 3.620	. 2827 2707	3.62 3.62	3,760 3,760
6/4/2007 6/5/2007	3 650 3 580	3 560	3 620	3 617	3,62	3.760
C-8/2007	3 550	3.550 3.500	3.590 3.590	3.573 3.580	3 62 3 62	3610
6/7/2007 0/8/2007	3 600 3,680	3 680 3 700	3,710	3.603	3,62	3 610
0/13/2007	3 700	3 680	3.710 3.716	3 597 3 597	3 65 3 65	3610
6/12/2007 6/13/2007	3 680 3 680	3 680	3.710	3.090	3.62	3,710
6/14/2007	3 660	3 680 3 670	3 7 10 3 7 10	31.883 0.880	3 G2 14 E2	3710 3710
6/16/2007 6/18/2007	3 670 3 700	3.700	3 710 3 720	3.893 3.703	3.62	3,710
6/19/2007	3 696	3.090	3.720	3 707	3.62 3.62	3,710 3,730
6/20/2007 6/21/2007	3.700 3.720	3.720 3.730	3./40 3.790	3 720 3.733	3 62 3 62	3 730
6/22/2507	3 730	3.08G	3,750	3,720	3 (2)	3 730 2 738
6/25/2007 6/26/2007	3 680 3 710	3 710 3 710	3 750 3 750	3.713 3.723	3 62 3.62	5,730 3,730
6/27/2007	3710	3,750	3 776	3743	3 62	3.730 3.730
6/28/2007 6/29/2007	3,750	3,860 5,750	3,980 3,740	3 837 3 790	3 62 3 62	3.730 3.730
7/2/2007	3.75G	3 600	3.640	3 653	3 62	3.730
7/3/2007 7/5/2007	3.600 3.520	3.520 3.570	3 540 3,500	3.553 3.523	3,62 3.62	3,600
7/0/2007	2.520	3,480	3 510	2r 5003	3.62	3,600
7/9/2007 7/10:2007	3.480 3.490	3,490 3,490	3.510 9.520	3,493 3,500	3.62 3.62	3.600 3.580
7/11/2007	D 490	3.520	3 550	3.520	3.62	3,580
7/12/2007 7/13/2007	3,520 3,530	3,530 3,550	3.50 3.590	3 533 3 557	3.62 3.62	3,580 3,580
7/10/2037	3 550	3.580	3,616	3 586	2 65	3.580
7/17/2007 7/18/2007	3 580 3.580	3.580 3.590	3,610 3 610	3 596 3.593	3 65 3 65	3.610 3.610
7/19/2007	3.540	3 600	3.610	3 500	3 62	3 610
7/20/2007 7/23/2007	3,800 3,600	3,800 3,600	3 610 3 610	3,600 208,0	3 62 3 62	3.610 3.610
7/24/2007 //25/3687	3 <del>6</del> 00 3.580	3 580 3 600	3 610	3.597	3 62	Of a C
7/28/2/007	3 600	3.580	3810 3,840	3 597 3 587	3 62 3 62	3 610
7/27/2007 7/30/2007	3 500 3.610	3 810 3.860	3,830 3,690	3 607 3 653	3 62	3,610
7/31/2007	3,660	3 620	3.560	3.580	3,62 3,62	3.610 3.520
8/1/2007 8/2/2007	3 520 3 490	3 4R0 3 470	2.510 3.500	3.507 3.487	3,62 3.62	3.520
8/3/2007	3 470	3.470	9,500	3 480	3.62	3 520 3 520
8/6/2007 - 8/7/2007	3.470 3.470	3.470 3.470	3.500 3.500	3.480 3.480	3.62 3.64	3.520 3.510
8/8/2007	3.470	3.670	3.630	3.590	3.77	3.510
8/9/2007 8/10/2007	3.676 3.740	3.746 3.700	3,826 3,710	3.743 3.717	3 82	3.510
8/13/2007	3.700	3.640	3,670	3.670	3.82 3.80	3.510 3.510
B/14/2007 B/15/2007	3.040 3.660	3,660 3,680	3.610 3.680	3.637 3.673	3.79	3.660
8/12/2007	3 680	3,750	3.600	3,730	3.77 3.75	3.690 3.690
8/17/2007 8/20/2007	3 750 3.790	3 790 3 800	3 790	3,777	374	3 690
E/21/2007	3.RD0	3 816	3.790 3.830	3,793 3:813	3.74 3.74	3,890 3.8 <del>9</del> 0
8/22/2007 8/23/2007	3.810 3.860	3 890 3 890	3.880 3.990	3,857 2 890	3,74	2.89Q
8/24/2007	3.890	3 850	3.890	3 877	3.74 3.74	3,890 3,890
8/27/2007 8/26/2007	3.850 3.856	3,050 3,850	3.890 3.890	3,863 3,863	3,75 3.78	3,890 3,950
8/20/2007	3,850	2.950	3 940	3913	3 85	3,950
8/30/2007 8/31/2007	3,950 3,960	3.980 3.920	3 980 3 840	3.970 3.913	3.89 3.94	3.950 3,950
9/4/2007	3 920	3,770	3.760	3.823	3 96	3.850
9/5/2007 9/6/2007	3,770 3,760	3,700 3,800	3.740 3.720	3.737 3.673	3.96	3.850
9/7/2007	3 600	3.560	3.58n	3.577	3 90 3 95	3.850 3.850
9/10/2007 9/11/2007	3.550 3.550	3,530 3,550	3 540 3 530	3 540 3,537	395 394	3.850 3.730
9/12/2007	3.550	3 580	2 57n	3,567	391	3 730
9/13/2007 9/14/2007	3.580 3.530	3.630 3,700	3.600 3.690	3.603 3.670	382 374	3 730 3 730
9/17/2007	2 700	3 790	3 780	3.757	374	3 730
9/16/2007 9/19/2007	3 790 3 760	3 760 3 780	3.760 3.790	3 770 3 763	350 349	3 770 3 770
9/20/2007	3.780	3.860	3.850	OCB.E	3.49	3 770
9/71/2007 9/74/2007 9/75/2007	5.8€0 3.8€0	3 660 3 600	3,870 3 890	3.663 3.663	3,49 3,49	2,770 2,770
	3.9GO	3.500	3.890	3.887	3.49	3.770

Comparable Transaction	. А	В	С ,			
CUSIP	9241807V0 - Vermont Educational and Health Bulldings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (Mt. Ascuttey Hospital Project) 2004 Series A	9241507U2 · Vermont Educational and Health Buildings Financing Agency, Verinbte Ratio Demand Hospital Revenue Bonds (Northeastern Vermont Regional Hospital Project) 2004 Serios A	9241608D3 - Vermont Educational and Hoalth Buildings Financing Agency, 520,315,000 Variable Rate Domano Hospital Revenue Bonds (Gillord Memorial Hospital Project) 2006 Series A	Average of Comparable Transactions	68% of USD-88A- LIBOR Having a Three-Month Maturity	SIFIMA
State;	Vermont	Vermont	Vermont			
LOC Provider:	TD Bank North	TO Bank North	Key Bank			
Date	Remarketing Rate	Remarksting Rate	Remarketing Rate	Average Remarkating Rate	Closing Rate	Last Price
9/25/2007	3.900	3.930	3 930	3,920	3 49	3.840
9/27/2007 9/28/2007	3.930 4,000	4 000 3 730	4.070 3.740	3.980 3.823	3 48 3 48	3.840 3.840
10/1/2007	3,730	3 730	3 640	3.640	3 49	3 840
10/2/2007	3.550	3 430	3.480	3 487	3.49	3 560
10/3/2007 10/4/2007	3 430 3 350	3.350 3.430	3.400 3.460	3.393 3.413	3.49 3.46	3,560 3,560
10/5/2007 10/9/2007	3 430 2 500	3.500 3.520	3 460 3 5 10	3.463 3.610	3.48 3.47	3.560 3,550
10/10/2007	3 520	3,500	3.510	3.510	3 4G	3.550
10/11/2007 10/12/2007	3.500 - 3.510	3,510 3,500	3,530 3,510	3.613 3.607	3.44 3.43	3.550 3.550
10/15/2007	3 500	3,450	3 400	3.477	3 42	3 550
10/18/2007 10/17/2007	3 450 3 450	3,450 3,400	3.460 3.430	3 453 3.427	3.41 ° 3.40	3,490 3,490
10/18/2007	3,403 3,420	3 420	3 430 3 430	3 417	3 37 3 33	3,490 3,490
10/19/2007	3.440	3.440 3.430	3,430	3.430 3,433	331	3 490
19/23/2007 19/24/2007	3 430 3 440	3,440 3,450	3,450 3,470	3 433 3 453	3 30 3 28	3 430 3 430
10/25/2007	3 450	3 450	3.480	3.4//	3.28	3.430
10/28/2007	3 490 3 510	3.510 3.520	3 490 3 520	3.497 3.517	3 23 3 21	3,430 3,430
10/20/2007	3 520	3.550	3 550	3,540	3 20	3.260
10/31/2007 11/1/2007	3 550 3 386	3 350 3 360	3 350 3 390	3,427 3,383	3.19 3.18	3,260 3,260
11/2/2007	3.390	3 4 10	3.400	3,397	3.17	3.260
11/5/2007	3.410 3.410	3 410 3 450	3.420 3.430	3,413 3,430	3.17 3.17	3.260 3.410
11/7/2007	3 450	3.470	3.460	3.467	3 17	3.410
11/8/2007 11/6/2007	3.470 3.520	3,520 3,530	3,530 3,540	3.507 3.590	3.17 3.16	3,410 3,410
11/13/2607	3 530	3.520	3.540	3,530	3,17	3,540
11/14/2007	3 520 3.500	3,500 3,510	3.540 3.540	3.520 3.517	3.19 3:22	3,540 3,540
11/1E/2007	3510	2,500	3 540	3517	3,24	3.540
11/15/2007 .11/20/2007	3 500 3.460	3.490 3.480	3,530 3,540	3 507 3 503	3.25 3.25	3,540 3,580
11/21/2007	3 480	3,460	3.530	3 497	3.26	3,580
11/23/2007 11/28/2007	3 480 3 480	3,490 3,450	3,530 3,536	3 497 3.487	3.26 3.27	3,560 3,560
11/27/2007	3.450	3,450	3.490 3.520	3 460 3.457	3.28 3.55	3.580 3.580
11/28/26()? 11/29/2()27	3.450 3.520	3 520 3 600	3.580	3.567	3 56	3 580
11/30/2007 12/3/2007	3 600 5 480	0.48D 3.300	3 490 3 346	9.523 3.370	3.57 3.57	3,580 3,580
12/4/2007	3 300	3.200	3 200	3.233	3 57	3.400
12/5/2007 12/6/2007	3.200 3.090	3 690 2 580	3 140 3 070	3,343 3,000	3.56 3.56	3 400 3 400
12:7:2007	2,980	2.880	2 880	5 9 1 3	3.5€	2 400
12/10/2007 12/11/200?	2 880 2,820	2.820 2.720	2.820 2.720	2.840 2.753	3,54 3,47	3 400 3 090
12/12/2007	2.720	2.700	2,700	2.707	3.42	2.090
12/13/2007 12/14/2007	2.700 2.730	2 730 2 730	2 730 2 730	2,720 2,730	3.40 3.38	2,090 3,090
12/17/2907	2.790	2 700	2 700 2.750	2.710 2.733	3 37 3 35	3.050 2.160
12/18/2007 12/19/2007	2 700 2 750	2.750 2.380	2.750 < 2.880	2.733	3 33	3 100
12/20/2007	2 880 3 170	3 (70 3.320	वर्ग ६ एकः ६	3.073 3.270	3.31 3.30	3 160 3,160
12/24/2007	3.320	3.320	3.320	3.320	3,30	3 420
12/26/2007 12/27/2007	3 320 3 380	3_980 3.460	3,380 3,460	3:366 3:433	3.29 3.15	3.420 3.420
12/28/2007	3,460	3.700	3,700	3 620	3 13	3 420
12/31/2007 1/2/2008	3,760 0,000	3,000 2,950	3 000 2,950	3.233 2.967	3 11 3 09	3.060
1/3/2008	2 950	2 980	2 880	2.903	3 07	3 060
1/4/2008	2 880 2,900	2 900 2.920	2 920 2 920	2,893 2,913	3.02 3.60	3.060 3.060
1/8/7008	2 920	2.910	2910	2.913	2 97	3.020
1/9/2008 1/10/2008	2.910 2.930	2.930 2.950	2 930 2 950	2.923 2.943	2 94 2 89	3.020
1/11/2008	2,950	2.050	2.050	2.950	2.78	3,620
1/14/2008 1/15/2008	2 950 2 950	5900 2960	2 950 2.500	2,950 2.917	274 271	3 020 2.930
1/16/2006	2.900 2.950	2.950 2.950	2.960 2.960	2.933 2.957	2.66 2.68	2,930 2,930
1/16/2008	2.900	2,920	2.020	2.933	2,57	2,930
1/22/2008 1/23/2008	2 920 2 650	2 650 2 720	2.850 2.72c	2,740 2,697	2 30 2 23	2,780 2,780
1/24/2006	2.720	2 400	2 460	2.507	2.25	2 780
1/25-2008 1/28-2006	2.400 2.300	2 300 2 125	2.300 2.120	2,333 2,180	2.23 2 22	2 780 2.780
1/29/2008	2 120	1,950	1 950	2 007	\$ 33	2,200
1/30/2008	1 950 1 880	1 890 1,750	1 580	1.603 1.793	5 14 5 14	2 200 2.200
2/1/2008 2/4/2008	1 750 1 €00	1,600 1,450	1.800	1.650 1.500	2 16 2.19	2.200
2/1/2008	1 450	1,300	1.300	1,350	2.17	2,200 1,700
2/0/2008 2/7/2008	1 300 1 100	1,100 1,000	1 100 1,000	1,167 1 033	2.15 2.14	1.730 1.730
2/8/2008	1 000	0,950	0.950	0,967	2 13	1 730
2/11/2008 2/12/2008	0 950 0.850	0.850 0.800	0.86.0 0.86.0	0.883 0.817	2 13 2.12	1 730
2/13/2008	0.800	000.0	000.0	0.867	2 12	1.240
2/14/2008 2/16/2008	0.900 1.050	1.050 2.600	1 050 2,000	1 000 1 683	2.12 2.12	1,240
2/19/2008	2,000	2 200	2,200	2 133	2,12	2.370
2/20/2000	2.200	2.220	2.220	2.213	2 13	2.370

Comparable Transaction	Α	В	С			
CUSIP	9241607V0 - Vermont Educational and Hoalth Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonda (Mt. Ascutney Hospital Project) 2004 Series A	9241607U2 - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (Northwastern Vermont Regional Hospital Project) 2004 Series A	9241509B3 - Vermont Educational and Health Buildings Financing Agency, 520,315,000 Variable Rate Demand Hospital Revenue Bonds (Gilford Memorial Hospital Project) 2006 Series A	Average of Comparable Transactions	68% of USD-BBA- LIBOR Having a Three-Month Maturity	SIFMA
State:	Vermont	Verment	Vermont			
LOC Provider:	TO Bank North	TO Bank North	Key Bank			
Date	Remarketing Rate	Remarkeling Rain	Remarketing Rate	Average Remarketing Rate	Closing Rate	Last Pric
2/21/2008	2.220	2.300	2 300	2.273	2 12	2.370
2/22/2008	2.300 2.500	2 500 2.750	2,500 2,750	2.433	2.12	2.370
2/26/2008	2.500	2 900	3 800 5'-20	2.667 2.850	2.12	2.370 3.160
2/27/2008 2/24/2008	2:500 3:050	3 050 3.600	3,050	3,000	2.12	3,160
2/29/2008	3 500	2,950	3 500 2 950	3,350 3,133	2 12 2 10	3.180 3.160
3/3/2608 3/4/2608	2 950 2 700	2.700 2.450	2.700 2.450	2,763 2,533	2.09 2.09	3.160 2.960
3/5/2008	2.450	2.460	2.400	2,417	2 68	2.960
3/1/2008 3/7/2008	2 400 2 300	2,300 2,150	2.300 2.150	2,333 2,200	2.64 2.00	2,960 2,960
3/10/2008 3/11/2008	2 150 2:000	2.000	2,000 1,850	2 050 1.967	1.97 1.95	2,960
3/12/2008	1 950	1,600	1,800	1.717	1 92	2.750
3/13/2008	1.500 1.806	1,800 1,700	1 800 . 1 700	1,723 1,733	1 89 1 74	2.750 2.750
3/17/2008	1 700	1 600	1 850	1,633	1.72	2.750
3/18/2006 3/19/2006	1.600 1.550	1,550 1,600	1.550 1.600	1.567 1.583	1 77 1 77	2.330 2.330
3/20/2008	1.600	1 450	1.450	1 500	1,77	2,330
3/24/2008 3/25/2008	1.450 1.400	1 400 1 250	1 400 1.250	1.417 1.300	1,80 1,82	2.330 2.210
3/26/2008	1 250	1 200	1 200	1.217	1.64	2,210
3/27/2008 3/28/2008	1 200	1 200	1 260 1 1,260	1.20G 1.200	1.84	2.210 2.210
3/31/2008	1 200	1 000	1 000	1 067	1.84	2.210
4/1/2008 4/2/2008	1 009 0 950	0 950 0.8\$0	0.950 0.950	0.967 0.950	1 84 1 86	1 890 1 890
4/3/2008	Q 5-50	0.850	0.850	CBB.D	1.46	1.690
414/2008 4/7/2008	D #50 D 750	0.7\$0 0.700	0 750 D 700	0.763 0.717	1.85	1.890 1.890
4/8/2008 4/9/2008	0.700 6.650	0.650	0.650 0.700	0.667 0.680	# 85 1 85	1,800
4/10/2009	0.700	0 803	0.800	0.767	1.85	1,860
4/11/2006 4/14/2008	0,800 1,000	1,000	1,060	0.933 1.057	1 84 1 <b>8</b> 5	1 800 1 800
4/15/2008	3,100	1,500	1,500	1.367	1 80	2 100
4/16/2008 4/17/2008	1.500 1.750	1,750 1,950	1 750 1 950	1.867 1.883	1 90 1 95	2 100 2.100
4/18/2008	1.950	2.100	2 100	2.050	1.97	2.100
4/21/2006 4/22/2008	2.100 2.150	2.150 2.250	2,150 2,250	2.133 2.217	1.97 1.97	2,100 2,430
4/23/2008	2.250	2,350	2,350	2.317 2.363	1.90	2,430 2,430
4/24,2008 4/25/2008	2 350 2 400	2,400 2,450	2,400 7.450	2.433	1.95	2.430
4/28/2008 4/23/2008	2.450 2.550	2,550	2 550 2.650	2517 2617	1,92	2,430 2,670
4/30/2008	2.660	2,850 2,550	2.550	2.583	1.85	2,670
5/1/2006 5/2/2006	2.556 2.450	2 450 2 050	2,450 2,650	2,483 2,183	1.83 1.83	2.670 2.670
5/5/2008	2.050	1.900	1.900	1,950	1.82	2,670
6/6/2008 6/7/2008	1.900 1.750	1 750 1.650	1,750 1,650	1.800	1.78	2,330 2,330
5/8/2008	1.650	1 450	1.450	1.517	; 73	2 330
5/9/2008 5/12/2008	7 450 I 150	1 150 1,900	1 150 3 000	1 250	172 171	2 330 2,330
5/13/2008	1 600	0.750	0.750	0.833	170	1 830
5/14/2008 5/15/2006	0.75G 0.850	0.960 (XX)	ଧ ଖଣ୍ଡ ଓ ୩୦୦	0,817 0.883	1 69	1 830
5/16/2009 5/19/2008	0 900 0 850	0 850 0 800	0.650 0.800	0.867 0.817	1 67 1 65	1,830 1,830
5/20/2008	0.800	0.750	9.750	0.767	1 63	1700
5/21/2008 5/22/2008	0.750 1.600	1 000 1 000	1 900 1 900	0 917 1,000	1.63 1.62	1 700
5/23/2005	1 GOG	086.0	Q-880	0.520	1 62	1 700
5/27/2008 5/28/2008	G 880 1.600	1.000 1.156	1 000 1 150	0.960 ).100	1 G2 1.67	1.620
5/29/2006	1 150	1,300	1 300	1 250	1.67	1.620
5/70/7009 6/2/2008	1 700 1 250	1 250 1,200	t 200 t 200	1.267 1.217	1.67 1.67	1.620
6/3/2008 6/4/2008	1 200	1 100	1 100	1 133	1 67	1,480
6/5/2008	1 100	1 150 1 280	1 150 1,280	1 133 1.237	1 66 1 67	1 480
6-8-5000 8-8-5000	1.200 \$ 250	1,250 1,350	1.250	1.260	1 60 1 60	1 480
610/2008	1 350	1 400	1.4(20)	1 383	1 68	1 640
6/11/2008 6/12/2008	1 400 1 500	1 500 1 550	t 500; 1 550;	1 467 1 533	1,68 1,69	1,640 1,640
6113/2008	1,550	1 450	1,450	1 483	1,89	1,040
6/16/2008 6/17/2008	1.450 1.400	1,400	1,400 1,400	1,417	1 66 1 68	1,6-10 1 660
6/18/2008	1 400	1.350	1 350	1.367	1,69	1 660
8/19/2008 8/20/2005	1.350 1.300	1,300 1,200	1 300 1,200	1,317 1,230	45 i 95, i	1.660 1.660
6:23:2006 6:24:2008	1,200	1 200 1,050	1,200	1 200	1.69	1,860
G/75/2008	1.050	1.200	1,060 1,200	1.100	1,69 1,69	1,550 1,550
6/26/2008 6/27/2008	1,200 1 650	1.550 2.100	1,550 2,100	1.403	1,68 1,67	1,550
6/30/2008	2 100	1.550	1 550	1.723	1.67	1,550 1,550
7/1/2008 7/2/2008	1.550 1,200	1,200	1,200	1,317 1, <b>16</b> 7	1.67 1.67	1,400
7/3/2008	1,150	1.050	1,050	1,085	1,67 1,67	1,400 1,400
7/7/2008 7/6/2008	1,050 0,960	0.950 0.950	0.950 0.950	0.983 0.050	1,67	1,400 1,360
7/9/2006	0.650	1,000	1 000	CHEO	1 67	1,380
7/10/2006	1 000	1.050	1.050	1.033	1.67	1,360

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Comparable Transaction	Α		С	•		
CUSIP	9241607V0 - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (Mt. Ascutwy Hospital Project) 2004 Serios A	8241607U2 - Vormont Educational and Health Buildings Financing Agency, Variable Rato Demand Hospital Revenue Bonds (Northeastern Vermort Regional Hospital Project) 2004 Series A	524160883 - Vermont Educational and Health Buildings Financing Agency, 120,315,000 Variable Rate Demand Hospital Revenue Bonds (Glitord Memorial Hospital Project) 2006 Series A	Average of Comparable Fransactions	68% of USD-RBA- LIBOR Having a Three-Month Maturity	SIFMA
State:	Vermant	Vermont	Vermont			
LOC Provider:	TD Bank North	TD Bank North	Key Sank			
Cate	Remarketing Rate	Remarketing flate	Remarketing Rate	Averaço Remarkoting Plato	Closing Rate	Last Price
7/14/2008 7/15/2008	0.950	1.000	1.000	0.983	1.67	1.360
7/18/2008	1,000 3,150	1 150	1,150	1 100	1 67	1 490
7/17/2008	1 750	1,750	1.756	1.550	1.67	1,490
7/18/2008	2.100	2 200	2,100 2,200	1 963	1.67	1,490
7/21/2008	2,200	2.400		2 167	1 67	1 490
7/22/2008	2 400	2,450	2.400	2 333	1,67	1.460
7/23/2008	2 450	2.450	2.450 3.350	2.433	1,67	2,350
7/24/2008	2 350	2.500	2.500	2 363 2 450	1 67	2,350
7/25/2008	2.500	2.460	2,500 2,460		1.67	2.350
7/28/2008	2 400	2.200	2,460	2.433 2.326	1.67	2,350
7/29/2008	2 290	2.150	2.150		1.67	2.350
7/30/2008	2.150	2.150	2.150 2.150	2.193 2.150	1.68	2.240
7/31/2008	2 150	1.950	2 150 1 950	2.15G 2.017	1.67	2.240
8/1/2006	1 950	1.750	1 750	2.017	। द7 । <b>6</b> 7	2 240
8/4/2006	1,750	1.556	1,550	1.617	167	2.240 2.240
8/5/2008	1 550	1,370	1.370	1 430	167	1 800
8/6/2006	1.370	1.370	1,370	1.370	167	
87/2005	1 370	1,250	1,250	1 290	1.67	1 800
8/8/7008	1 250	t 200	1,200	1 217	1.02	1 800
8/11/2008	1 200	1 150	1.150	1 167	1 68	1 900
8/12/2G08	1 150	1 200	1 200	1,183	1.60	1.660
8/13/2008	1.200	1 150	1 150	1.167	1.68	1.680
B/14/2008	1 150	1 250	1 250	1 217	168	1 660
8/15/2008	1.260	1 200	1 200	1.217	169	1.660
\$/18/2008	t 200	1 200	1 200	1 200	1 C8	1 660
B/1972G08	1.200 .	1 270	1.270	1.247	163	1.660
<b>\$/30/2008</b>	1.270	1 260	1 250	1.257	1 68	1.660
8/21/2008	1 250	1 600	1 600	1.460)	1 68	1 660
8-22/2008	1 600	1 800	1.800	1 733	1,68	1,650
8/25/2008	1 860	T SOX)	1,900	1,867	1 66	1,660
8/26/2009	1 600	2 000	2 1100	1 967	168	1,840
8/27/2006 8/28/2006	2 000	2 300	2.300	2 200	eô,1	1.840
8-29/2006	2.309	2.500	2 500	2.433	169	1.840
92/2006	2 500 1 900	1 500	1 960	2,100	1 69	1 640
8-2/2008 8-3/2008	1 850	1.650	1.650	1.733	1,69	1.630
8)1/5008	1.550	1 550	1 550	1,583	169	1 630
9/5/2006	1,850	1 650	1 650	1.617	1 69	1,630
9/8/2008	1.620	1.620	1,020	1.630	1.69	1,630
99/2006	1,850	1 650	1,650	1 640	1.69	1 630
9/10/2009	1.650	1 600 2.300	1,800	1 750	1 69	1,790
9/11/2008	2 300	2,700	2,300 2,700	2 133	1 69	1,790
9/12/2008	2.700	3,360		2 567	1.69	1,790
9/15/2008	3,300	4,550	3,300 4.560	3,100	1.70	1 790
9/18/2008	4.550	5.550	4.550 5.550	4.133	1.87	1 790
9/17/2008	5,550	5.390 5.550	£ 550	5.217 6.217	2.06	5.150
9/18/2008	6.556	8.050	£ 550 8,050		2 17	5.150
£19-2008	8 050	9.050	9,050	7,550 8,717	2.17	5 150
9/22/2008	9.050	9.050	9.050	9.050	2,16	5,150
9/23/2008	9 050	7 800	7,860	9,050 8.217	2.18 2.33	5,150
9/24/2008	7.800	4,800	4,900	8.217 5.800		7,960
2/25/2008	4 B(X)	5 050	5.050	5.900 4,967	2.52 2.52	7,960
P26/2008	5 050	5 050	5,050	5.050		7.960
9/29/2008	5.050	7 050	7 050	6.383	2,50 2,67	7,960
5/30/2006	7 050	4.400	4 400	5.253	2.57	7,960
10/1/2008	4.400	3.300	3 300	5.263 3.867	2 72	5.740
10/2/2008	3,360	2.300	3,300	3.300	2.79	5.740 5.740
19/3/2006	3,360	3.050	3.050	3.133	2.78	5.740 5.740
10/6/2008	2.050	2.800	2.800	2,883	2.82	5.740 5.740
10/7/2008	2.900	2,300	2.300	2 467	2.02	5 740 4.820
108/2008	2:300	2.300	2,360	2.300	3,07	4.820 4.820
10:9/2008	2.300	2,300	2 300	2.300	3 07	4.620 4.820
rerage or Period:	3.0657841	3.0841192	3,1498803	3,1085960	3.0615716	
read to Avg of						
% of 3M LIBOR:	0.0242163	0.0228474	0.0683089	0.0450242		

request.

1) Intervision Comparable Transactions A. 8 and C is evaluable from gross income for Federal Income tax purposes.

2) Cess highlighted in yellow represent periods during which actual comparable data was not swindable to us.

3) Remarketing taxes for periods in which no actual data was available are equal to SIFMA plus 25 basis points.

4) Remarketing history was downloaded from Bicombring L.P.

Appendix C

## Rutland Hospital Inc. Floating to Fixed Interest Rate Swap

#### **TERM SHEET**

**GENERAL** 

Party A:

Provider

Party B:

The Rutland Hospital, Inc.

**Notional Amount:** 

\$6,015,000 which shall reduce on the dates and in the

amounts shown in Annex I hereto.

Trade Date:

TBD

Effective Date:

October 3, 2008

**Termination Date:** 

April 1, 2015

FIXED AMOUNTS:

Fixed Rate Payer:

Party B

Fixed Rate Payment Dates:

Monthly, on the first Business Day of each calendar month, beginning November 1, 2008 up to, and including, the Termination Date, subject to and in accordance with the Following Business Day Convention and there will be no

adjustment to the Calculation Period.

Fixed Rate Payer Period End Dates:

Monthly, on the first day of each calendar month, commencing on November 1, 2008. No Adjustment shall be

apply to Period End Dates.

Fixed Rate:

2.82%

Fixed Rate Day County Fraction:

30/360

FLOATING AMOUNTS:

Floating Rate Payer:

Party A

Floating Rate Payment Dates:

Monthly, on the first Business Day of each calendar month, beginning November 1, 2008 up to, and including, the Termination Date, subject to and in accordance with the Following Business Day Convention and there will be no

adjustment to the Calculation Period.

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Floating Rate Pay Period End Dates:

Monthly, on the first day of each calendar month,

commencing on November 1, 2008. No Adjustment shall be

apply to Period End Dates.

Floating Rate Option:

USD-SIFMA Municipal Swap Index

Reset Date:

Each Thursday, subject to adjustment in accordance with the

Following Business Day Convention

Floating Rate Day County Fraction:

Actual/Actual

Method of Averaging:

Weighted Average

Compounding:

Inapplicable

**OPTIONAL TERMINATION:** 

Party B may, upon at least five (5) Business Days' written notice to Party A, terminate this Transaction in whole or in part, on any Business Day, by designating to Party A the termination date for such Transaction. In the event Party B exercises its right of optional termination hereunder, such termination shall constitute an Additional Termination Event under Section 6(e) of the ISDA Master Agreement with Party B as the sole Affected Party, and this Transaction as

the sole Affected Transaction.

**FEES AND COMMISSIONS:** 

None

PAYMENT INSTRUCTIONS:

Payments to Party A:

To Come-from Provider

Payments to Party B:

Chittenden Bank ABA#: 0

011600062

Account #:

750092098

Credit:

Rutland Regional Medical Center

## ANNEX I

	Notional	
Reduction	Amount	<b>Revised Notional</b>
Date	Reduction	Amount
10/3/2008		\$6,015,000
4/1/2009	\$795,000	\$5,220,000
4/1/2010	\$820,000	\$4,400,000
4/1/2011	\$845,000	\$3,555,000
4/1/2012	\$875,000	\$2,680,000
4/1/2013	\$900,000	\$1,780,000
4/1/2014	\$930,000	\$850,000
4/1/2015	\$850,000	\$0

October 2, 2008

#### HAND DELIVERY IN PERSON

Lehman Brothers Special Financing Inc.
745 Seventh Avenue, 16<sup>th</sup> Floor
New York, NY 10019
Atm: Municipal Financial Products – Middle Office

Re: Designation of an Early Termination Date Under ISDA Agreement

Ladies and Gentlemen:

Reference is made to the 1992 ISDA Master Agreement dated as of June 6, 2003, entered into between you and us, including the Schedule and Credit Support Annex thereto (as amended to date, the "ISDA Master"). Terms used but not defined herein are used as defined in the ISDA Master.

Pursuant to Section 6(a) of the ISDA Master, we hereby designate October 9, 2008 as the Early Termination Date with respect to all Transactions between you and us.

Such Early Termination Date is being designated as a result of the Event of Default under Section 5(a)(vii) of the ISDA Master resulting from the institution of a proceeding under Chapter 11 of the United States Bankruptcy Code by your Credit Support Provider, Lehman Brothers Holdings Inc., on September 15, 2008 in the United States Bankruptcy Court in the Southern District of New York.

We reserve all rights and remedies available to us under the ISDA Master, under other agreements, and otherwise at law or in equity.

Very truly yours,

The Rutland Hospital, Inc.

Title

October 19, 2008.

#### HAND DELIVERY IN PERSON

Lehman Brothers Special Financing Inc. 745 Seventh Avenue, 16th Floor New York NY 10019 Atm: Municipal Financial Products - Middle Office

Calculation of Section 6(e) Amount

To Whom It May Concern:

Re:

Reference is made to the 1992 ISDA Master Agreement dated as of June 6, 2003, including the Schedule and each Confirmation thereto, entered into between you and us (as amended to date, the "ISDA Master"). Terms used but not defined herein are used as defined in the ISDA Master. Reference is further made to that certain letter dated October 9, 2008 from the undersigned to you whereby the undersigned designated October 9, 2008 as the Early Termination Date with respect to all Transactions between you and us, pursuant to Section 6(a) of the ISDA Master.

Pursuant to Section 6(d)(i) of the ISDA Master, we hereby inform you that the amount payable by you with respect to termination of the Transactions subject to the ISDA Master as of the Early Termination Date, is \$185,039,52 (the "Section 6(e) Amount"). Detailed information regarding the calculation of the foregoing amount is attached hereto.

Pursuant to Section 6(d)(ii) of the ISDA Master, the Section 6(e) Amount is payable as of the date hereof, and accordingly the undersigned hereby demands that you immediately deliver, by wire transfer in immediately available funds the Section 6(e) Amount to the following account: Chittenden Bank, ABA #011600062, Account #750092098, Credit: Rutland Regional Medical Center.

Please note that we reserve all rights and remedies available to us under the ISDA Master, other agreements, and at law or in equity.

Please contact Ed Ogorzalek at The Rutland Hospital, Inc. if you have any questions. Your prompt attention to this matter is appreciated.

Very truly yours,

The Rutland Hospital, Inc.

#### Rutland Regional Medical Center Calculation of Settlement Amount () Bid Amount from DeutscheBank (\$150.000.00) Unpaid Swap Payments - 10/1/2008: (4,480.04)Accrued Cashflows - From and including 10/1/2008 to but excluding 10/9/2008 (3,626.09)Adjustment for Professional Fees: (26.875.00)Net Termination Amount Dus: (\$184,981.13) Interest on Net Termination Amount (2): (\$58.29)Settlement Amount to LBSF: (\$185,039.42)

Notes: (1) Amount including Loss Amount, Unpaid Amounts, and adjustment for Professional Fees and interest until remitted.

(2) Interest calculated as follows: Intrest due thereon from and including the Early Termination Date to but excluding the date it was paid, with daily compounding and the actual number of days elapsed all at the Applicable Rate, is the Non-Default Rate. Non-Default Rate equal to: Rate per annum equal to the cost (without proof or evidence of any actual cost) to the Non-Defaulting Party if it were to fund the relevant amount.

Hospital's Cost of Funding.

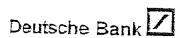
Early Termination Date:

2.300%

10/9/2008

Settlement Amount Payment Date:

10/) 4/2008



Deutsche Bank AG New York 50 Wall Street New York, NY 10005 Telephone: 212-250-9425 Facsimile: 212-797-0779

Date:

October 24, 2008

To:

Rutland Hospital Inc. Edward T. Ogorzalek

Attention: Facsimile no.:

(802) 747-1884

Our Reference:

N937185N

Re:

Interest Rate Swap Transaction

Ladies and Gentlemen:

The purpose of this letter agreement is to set forth the terms and conditions of the Transaction entered into between Deutsche Bank AG, New York Branch ("DBAG") and Rutiand Hospital Inc. ("Counterparty") on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the "Definitions") as published by the International Swaps and Derivatives Association, Inc. are incorporated by reference herein. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

For the purpose of this Confirmation, all references in the Definitions or the Agreement to a "Swap Transaction" shall be deemed to be references to this Transaction.

1. This Confirmation evidences a complete and binding agreement between DBAG ("Party A") and Counterparty ("Party B") as to the terms of the Transaction to which this Confirmation relates. In addition, Party A and Party B agree to use all reasonable efforts to negotiate, execute and deliver an agreement in the form of the ISDA 2002 Master Agreement with such modifications as Party A and Party B will in good faith agree (the "ISDA Form" or the "Agreement"). Upon execution by the parties of such Agreement, this Confirmation will supplement, form a part of and be subject to the Agreement. All provisions contained or incorporated by reference in such Agreement upon its execution shall govern this Confirmation except as expressly modified below. Until Party A and Party B execute and deliver the Agreement this Confirmation, together with all other documents referring to the ISDA Form (each a "Confirmation") confirming Transactions (each a "Transaction") entered into between us (norwithstanding anything to the contrary in a Confirmation) shall supplement, form a part of, and be subject to an agreement in the form of the ISDA Form as if Party A and Party B had executed an agreement on the Trade Date of the first such Transaction between us in such form, with the Schedule thereto (i) specifying only that (2) the governing law is the laws of the State of New York, without reference to choice of law doctrine, provided, that such choice of law shall be superseded by any choice of law provision specified in the Agreement upon its execution, and (b) the Termination Currency is U.S. Dollars and (ii) incorporating the addition to the definition of "Indemnifiable Tax" contained in (page 49 of) the ISDA "User's Guide to the 2002 ISDA Master Agreements", and (iii) including the additional provision in the next paragraph.

Notwithstanding any other termination provision contained in this Confirmation, and provided that no Event of Default or Termination Event shall have occurred and then be continuing, the parties agree that, if the Agreement has not been executed by both Party A and Party B within 30 calendar days following the Trade Date, then Party A may, but shall not be obligated to, by at least five (5) Business Days prior notice (which notice, if by telephone, shall be promptly confirmed in writing) to the other party set 2 date to terminate this Transaction (which termination date shall be the Early Termination Date with respect to this Transaction), whereupon a termination payment shall be made on the Early Termination Date, as if such Transaction were a Terminated Transaction and Party B was the Affected Parties.

Constitute of the Supervisor: Board; Clement Bores; Manuscinest Board, Amel Acceptains (Constitute), Fairo Estables; Sucian Krause, Siermans-Josef Lambers;

Leasuris East: At a subserved socie formun Estima Law accomment authority facility — Facutal Favores Subservising Authority) and regulated by the Fauncied Service. Authority for the cancest of UK insurject, a memoer of the Landon, State Exchange. Detected Seals Africa to promit and compresses with lensed labeling memorphisms in the Facuta Renotice of Germany HRS No. 20 1000 Commo Caura of Francisco and Manage Insulant Regulation in England and Water BROOKCO, Regulated advices: Winchester House, 1 Great Wanterer Seat, Longon ECDN 2DE Detector, East Grong entire: Humanous Authority and Authority (1998). 2. The terms of the particular Transaction to which this Confirmation relates are as follows:

Notional Amount

USD 6,015,000.00 reducing on the dates and in the amounts

as set forth in Exhibit I hereto.

Trade Date:

October 9, 2008

Effective Date:

October 6, 2008

Termination Date:

April 1, 2015

Fixed Amounts:

Fixed Rate Payer:

Counterparty

Fixed Rate Payer

Payment Dates:

Monthly, on the first Business Day of each calendar month, beginning November 1, 2008 up to, and including, the Termination Date, subject to and in accordance with the Following Business Day Convention and there will be no adjustment to the

Calculation Period.

Fixed Rate Payer Period

End Dates:

Monthly, on the first day of each calendar month, beginning November 1, 2008 up to, and including the Termination Date, subject to and in accordance with the Following Business Day Convention.

Fixed Rate:

3.50%

Fixed Rate Day Count Fraction:

30/360

Business Days:

New York and London

Floating Amounts:

Floating Rate Payer:

DBAG

Floating Rate Payment Dates:

Monthly, on the first Business Day of each calendar month, beginning November 1, 2008 up to, and including, the Termination Date, subject to and in accordance with the Following Business Day Convention and there will be no adjustment to the Calculation Period.

Floating Rate Pay Period End Dates:

Monthly, on the first day of each calendar month, beginning November 1, 2008 up to, and including, the Termination Date, subject to and in accordance with the Following Business Day Convention.

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Floating Rate Option:

USD-SIFMA Municipal Swap Index

Floating Rate Day

Count Fraction:

Actual / Actual

Reset Dares:

Each Thursday, subject to adjustment in accordance

with the Following Business Day Convention

Compounding:

Inapplicable

Method of Averaging:

Weighted Average

Business Day Convention:

Foliowing

Business Days:

New York and London

#### 3. Account Details:

USD DBAG Payment Instructions:

Account With:

SWIFT Code: Favor Of:

Account Number:

DB Trust Co. Americas, New York

BKTRUS33

Deutsche Bank AG, New York

01 473 969

USD Counterparty Payment Instructions:

Account With:

ABA Number:

Account Name:

Account Number:

Chitrenden Bank

011600062

Rutland Regional Medical Center

750092098

#### 4. Offices:

The Office of DBAG for this Transaction is New York.

#### 5. Representations

Each party will be deemed to represent to the other party on the date on which it enters into this Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for this Transaction):-

- (i) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.
- (ii) Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- (iii) Status of Parties. The other party is not acting as a fiduciary for, or an adviser to it in respect of this Transaction.

#### 6. Optional Termination by Counterparty with Cash Settlement:

Counterparty may, upon at least five (5) Business Days' written notice to DBAG, terminate this Transaction in whole or in part, on any Business Day, by designating to DBAG fine termination date for such Transaction. In the event Counterparty exercises its right of optional termination hereunder, such termination shall constitute an Additional Termination Event under Section 6(e) of the ISDA Master Agreement with Counterparty as the sole Affected Party, and this Transaction as the sole Affected Transaction.

In such case, DBAG will determine a U.S. Dollar value for the terminated portion of this transaction (the "Cash Settlement Amount") in accordance with Section 6(e)(i)(4) of the ISDA Master Agreement, where Counterparty is the sole Affected Party and this Transaction is the sole Affected Transaction. If such Cash Settlement Amount is not mutually acceptable to DBAG and Counterparty, DBAG shall determine the Cash Settlement Amount with respect to this Transaction in accordance with Section 6 (e)(i)(3) of the ISDA Master Agreement, where (A) Counterparty is the sole Affected Party and this Transaction is the sole Affected Transaction, (B) the Reference Market Makers providing quotations are acceptable to both DBAG and Counterparty, and (C) each Reference Market Maker certifies in writing that such Reference Market Maker is prepared to take an assignment of this Transaction base upon their respective quotation.

If upon a termination by Counterparty pursuant to Section 6, Counterparty would owe a Cash Settlement Amount, then Counterparty may terminate pursuant to Section 6 only upon demonstrating to the reasonable satisfaction of DBAG its ability to pay any amount due under Section 6 (e) of the Master Agreement.

# 08-13555-mg Doc 10598-1 Filed 08/02/10 Entered 08/02/10 15:55:57 Exhibit A Pg 33 of 36

7. Please confirm that the foregoing correctly sets forth the terms of our agreement by having an authorized officer sign this Confirmation and return it via facsimile to:

Attention: Derivative Documentation

Telephone: 212-250-9425 Facsimile: 212-797-0779

E-mail: derivative documentation@db.com

This message will be the only form of Confirmation dispatched by us. If you wish to exchange hard copy forms of this Confirmation, please contact us.

Yours sincerely,

Deutsche Bank AG-New York Branch

E3:

Name: Paul Carter Authorized Signatory Вy

Name: Gaby Bolton Authorized Signatory

Confirmed as of the date first written above:

Rutland Bespital Inc.

N937185N

#### EXHIBIT 1

With respect to calculating a Floating Amount for any Calculation Period falling within the periods set forth below, the Notional Amount shall be the amount set forth opposite the relevant period and underneath the caption Notional Amount, as follows:

Reduction Date	Notional Amount Reduction (USD)	Revised Notional Amount (USD)
10/9/2008		6,015,000
4/1/2009	795 <b>,00</b> 0	5,220,000
4/1/2010	820,000	4,400,000
4/1/20]]	845,000	3,555,000
4/1/2012	875,000	2,680,000
4/1/2013	900,000	1,780,000
4/1/2014	930,000	850,000
4/1/2015	250.000	Ū

# 08-13555-mg Doc 10598-1 Filed 08/02/10 Entered 08/02/10 15:55:57 Exhibit A. Pg 35 of 36

#### RYAN SMITH & CARBINE, LTD.

ATTORNEYS AT LAW

MEAD BUILDING 98 MERCHANTS ROW P.O. BOX 310 RUTLAND, VERMONT 05702-0310

TELEPHONE (802) 786-1000 FACSIMILE (802) 786-1100

WRITER'S DIRECT DIAL:

New York Office: RYAN SMITH & CARBINE, P.C. 134 MAIN STREET P.O. BOX 75

WHITEHALL, NEW YORK 12887-0075

TELEPHONE (518) 499-1272 FACSIMILE (518) 499-1273

PLEASE REPLY TO: VERMONT DNEW YORK

THOMAS M. DOWLING ALLAN R. KEYES HARRY R. RYAN, III GLENN S. MORGAN JAMES B. ANDERSON A WILLIAM A. O'ROURKE, III ELIZABETH A. GLYNN ANDREW H. MAASS JOHN A. SERAFINO JOHN W. VALENTE & MARK F. WERLE & MATTHEW D. GILMOND MARION T. FERGUSON CORINA N. SCHAFFNER-FEGARD TAMMY B. DENTON CONSTANCE TRYON PELL PAUL A. DONALDSON KELLY A. SMITH GREGORY J. BOULBOL STEVEN B. WRIGHT

R. JOSEPH O'ROURKE JOHN J. ZAWISTOSKI

ALSO ADMITTED IN NEW YORK

802-786-1055 Writer's email <u>iba@rsclaw.com</u>

September 18, 2009

Via Federal Express

EPIQ Bankruptcy Solutions, LLC Attn: Lehman Brothers Holdings Claims Processing 757 Third Avenue, 3rd Floor New York, NY 10017

RE: Lehman Brothers Holdings, Inc., et al

Case No. 08-13555 (JMP) (Jointly Administered)

Lehman Brothers Special Financing Case No. 08-13888

Gentlemen:

I enclose the Rutland Hospital, Inc.'s Proof of Claim in the amount of \$185,039.42 to be filed against Lehman Brothers Special Financing, Case No. 08-13888.

Sincerely,
Sincerely,

James B. Anderson

JBA:dmc

Enc.

cc: Edward Ogorzalek, Chief Financial Officer
The Rutland Hospital, Inc.

The Rutland Hospital, Inc.

731-1/323619

#### Pq 36 of 36

Ship Date: 18SEP09 ActWgt: 1.0 LB CAD: 5482773/INET9060

From: Origin ID: RUTA (802) 786-1055 James B. Anderson Ryan Smith & Carbine, Ltd 98 Merchants Row 4th Floor Rutland, VT 05701

SHIP TO: (000) 000-0000

**BILL SENDER** 

Epiq Bankruptcy Solutions, LLC Lehman Brothers Holdings Claims Pro 757 Third Avenue, 3rd Floor

New York, NY 10017



Dept#

Account#: S \*\*\*\*

Ref# Invoice # PO#

Delivery Address Bar Code

SEP 19 2009

TRK# 0201

7969 5787 8064

### SATURDAY ### A<sub>1</sub> PRIORITY OVERNIGHT

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10017 NY-US



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